

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

<b>Project title:</b>	<b>TRANSPORTATION OF THE MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE(3) PARLIAMENTARY VILLAGES AND PARLIAMENT PRECINCT (24 MONTHS)</b>
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<b>Bid no:</b>	CPTSC 22/21		
<b>Advertising date:</b>	14 OCTOBER 2021	<b>Closing date:</b>	05 NOVEMBER 2021
<b>Closing time:</b>	11H00 AM	<b>Validity period:</b>	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11.): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Provide proof of registration with National Treasury's Central Supplier Database (CSD) by completing the Supplier Registration Number on the PA-32 Form
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed)
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited (do not use any correction fluid in the document)
<input type="checkbox"/>	Submission of DPW-16 (Compulsory Site Meeting Certificate)
<input type="checkbox"/>	Submission of Tax Compliance status pin or a copy of Tax Certificate
<input checked="" type="checkbox"/>	Submission of (PA-40 form) Declaration of designated groups for preferential procurement.
<input checked="" type="checkbox"/>	<p>Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.</p> <p>Bidders are required to submit originally certified proof of B-BBEE Status Level of contributor or originally certified sworn affidavit in terms of the codes of good practice. B-BBEE as may be issued by the Department of Trade and Industry (DTI) are accepted.</p> <p>The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies:  For tenderers other than EMEs (Exempted Micro Enterprises)  (i) Verification agencies accredited by SANAS; or  For tenderers who qualify as EMEs  (j) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i).</p> <p>A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.</p>
<input checked="" type="checkbox"/>	Completion and submission of signed DPW-09
<input checked="" type="checkbox"/>	Valid public liability insurance cover with a minimum R5,000,000.00 / Undertaking of providing proof within one month after the appointment.



**Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below**

<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 <input checked="" type="checkbox"/> Level 2 <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA:  
(Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality criteria: <sup>1</sup>	Weighting factor:
<p><b>Resources:</b> Bidder must demonstrate ownership to appropriate vehicles (minimum of 7 X 45 seater buses and 3 x 16 seater buses) as the sole owner, or as a Joint Venture. Bidder must attach the originally certified vehicle registration either in the company name or the bidder's name. (Certification must not be older than 3 months). The vehicles must be roadworthy and the bidders should supply a valid roadworthy certificate for each vehicle. In the case of a lease agreement, two parties must sign (the lessor and the lessee).</p> <p>a) Bidder proving ownership of 7 or more 45 seater buses not older than 1 year and 3 x 16 seater buses not older than 1 year = 5 points</p> <p>b) Bidder proving ownership of 6 x 45 seater buses not older than 2 years with a lease agreement for 1 x 45 seater bus, not older than 2 years and 3 x 16 seater buses not older than 2 years = 4 points</p> <p>c) Bidder proving ownership of 5 X 45 seater buses not older than 3 years with a lease agreement for 2 x 45 seater buses, not older than 3 years and 3 x 16 seater buses not older than 3 years = 3 points</p> <p>d) Bidder proving ownership of 4 X 45 seater buses not older than 4 years with a lease agreement for 3 x 45 seater buses not older than 4 years and 3 x 16 seater buses not older than 4 years = 2 points</p> <p>e) Bidder proving ownership of 3 X 45 seater buses not older than 5 years with a lease agreement for 4 X 45 seater buses not older than 5 years and 3 X 16 seater buses not older than 5 years = 1 points</p>	<b>35</b>

<sup>1</sup>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.

<p><b>Experience:</b> The bidder demonstrates adequate experience of transporting VIP clientele for a period between 1 and 5 years. Evaluation will be scoring according to the assessment of experience of the bidder submitted with the tender on the DPW09 (EC). The bidder must complete or include contact particulars to whom services were rendered on the DPW09 (EC) document. The means of evaluating the experience are subject to the minimum requirements of DPW09 (EC) attachment of appointment letters / contracts / SLA from the previous employers/contracts as proof of experience. Failure to attach the required proof will result in no scoring of points in this criteria.</p> <p>a) Proven 5 years' experience of managing similar nature of projects and reference=5 b) Proven 4 years' experience of managing similar nature of projects and reference=4 c) Proven 3 years' experience of managing similar nature of projects and reference=3 d) Proven 2 years' experience of managing similar nature of projects and reference=2 e) Proven 1 year experience of managing similar nature of projects and reference =1</p>	<p>15</p>
<p><b>Quality:</b> The monitoring of Bidders Reliability and Quality of Service will be determined from the references (contactable and traceable) provided by the bidder on the DPW-09 (EC). (ONLY a minimum of 3 references is required) and by by completing "BIDDER QUALITY PERFORMANCE EVALUATION FORM": <b>Failure to fully complete and sign these forms will lead to the bidder not getting points for this criteria.</b></p> <p>a) Excellent proven reliability, excellent quality of service and excellent breakdown management = 5 b) Good proven reliability, good quality of service and good breakdown management = 3 c) Satisfactory reliability, satisfactory quality of service and satisfactory breakdown management = 1 d) Poor reliability, poor quality of service and poor breakdown management = 0</p>	<p>30</p>
<p><b>4. Site Visit: Condition of Vehicles :</b> The committee members will inspect the busses to ensure compliance with Safety procedures, Maintenance, Tracking facility, Licensing and Hygiene operations (checklist will be utilised to ensure above items are covered)</p> <p>a) Excellent: Illustrate Proven Safety procedures, Maintenance procedures, Vehicle tracking, compliant and valid licensing and hygiene factors=5 b) Satisfactory: Illustrate Proven Safety procedures, Maintenance procedures, No Vehicle tracking, compliant and valid licensing and hygiene factors=3 c) Poor: Illustrate No Proven Safety procedures, No Maintenance procedures, No Vehicle tracking, compliant and valid licensing and no hygiene factors=0</p>	<p>20</p>
<p><b>NB: Bidders must score on all functionality criteria*</b></p>	
<p><b>Total</b></p>	<p><b>100 Points</b></p>
<p><b>Minimum functionality score to qualify for further evaluation:</b></p>	<p><b>60</b></p>

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address **Customs Building, Tender Office, Room 941**. A non-refundable bid deposit of R **300-00** is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

<b>DPW Project Leader:</b>	Ms N Ntshonga	<b>Telephone no:</b>	021 402-2412
<b>Cell no:</b>	082 446 4406	<b>Fax no:</b>	
<b>E-mail:</b>	Nonene.ntshonga@dpw.gov.za		

**DEPOSIT / RETURN OF BID 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 bid document.

All tenders must be submitted on the official forms –



<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 <b>CAPE TOWN</b></p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM 941</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>MAIN ENTRANCE</b> <b>CUSTOMS HOUSE</b> <b>LOWER HEERENGRACHT</b> <b>CAPE TOWN</b></p>
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**COMPILED BY:**

Ms N Ntshonga		Admin Officer	14 October 2021
Name of Project Leader	Signature	Capacity	Date

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

<b>Project title:</b>	TRANSPORTATION OF THE MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE(3) PARLIAMENTARY VILLAGES AND PARLIAMENT PRECINCT (24 MONTHS)		
<b>Tender / quotation no:</b>	CPTSC 22/21	<b>Closing date:</b>	05 NOVEMBER 2021
<b>Advertising date:</b>	14 OCTOBER 2021	<b>Validity period:</b>	60 days

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.*

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

#### 1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

## 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:**

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

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP**



## 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 Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due 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.

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

**Note:**

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

Empty rectangular box for the Enterprise Stamp.

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
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13			
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*The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

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).

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

<b>Project title:</b>	<i>TRANSPORTATION OF THE MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE(3) PARLIAMENTARY VILLAGES AND PARLIAMENT PRECINCT (24 MONTHS)</i>		
<b>Bid no:</b>	CPTSC 22/21	<b>Reference no:</b>	3/12/20/2/10

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....  
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

3.8.1 If so, furnish particulars:.....  
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
.....  
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)



between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?  YES  NO

3.11.1 If so, furnish particulars:

.....  
 .....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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5.2	<i>If so, furnish particulars:</i>		
5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

## 6. CERTIFICATION

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	TRANSPORTATION OF THE MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE(3) PARLIAMENTARY VILLAGES(24 MONTHS)		
<b>Bid no:</b>	CPTSC 22/21	<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:



### Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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



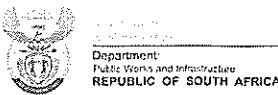
### Certification of Independent Bid Determination: PA-29

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

<sup>3</sup> 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.

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.

Name of Bidder	Signature	Date	Position



## PART A INVITATION TO BID

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

BID NUMBER:	CPTSC 22/21	CLOSING DATE:	05 NOV 2021	CLOSING TIME:	11H00AM
-------------	-------------	---------------	-------------	---------------	---------

DESCRIPTION	TRANSPORTATION OF THE MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE PARLIAMENTARY VILLAGES AND PARLIAMENT PRECINCT (24 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)

CUSTOMS BUILDING, GROUND FLOOR,  
LOWE HEERENGRACHT STREET, CAPE TOWN, 8000

OR POSTED TO:  
CUSTOMS BUILDING, PRIVATE BAX X9027, CAPE TOWN, 8000

**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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

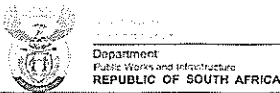
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
---	--	--	--

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

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL APPLICABLE TAXES)
-------------------------------	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SCM	CONTACT PERSON	Nonene Mtshong
CONTACT PERSON	Busisiwe Sondish	TELEPHONE NUMBER	021 402 2412



TELEPHONE NUMBER	021 402 2242	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	nonene.ntshonga@dpuw.
E-MAIL ADDRESS	Busishe.Sondishe@dpuw.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
  - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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-FILEING. 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

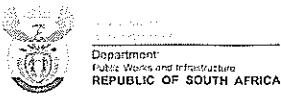
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**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.





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<sup>1</sup> All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	<b>80</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>Select B-BBEE Level</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



## Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



## Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?  
..... %

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?  
.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....



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

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

<sup>1</sup> EME: Exempted Micro Enterprise  
<sup>2</sup> QSE: Qualifying Small Business Enterprise



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

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, 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



## Bidder Reliability and Quality Performance Evaluation Report

The Employer: .....

Bidders Name: ..... Project Value: R.....

Project Title: ..... Period: .....

Brief description of work done by bidder:  
.....  
.....  
.....

Will Require References and pose the following questions:

CATEGORY	EXCELLENT	GOOD	SASTISFACTORY	POOR
1) Excellent - Proven excellent reliability, quality of service, valid road worthy certificates for all vehicles and excellent breakdown management.				
2) Good - Proven good reliability, quality of service, valid roadworthy certificates for all vehicles and good breakdown management				
3) Satisfactory - Proven satisfactory reliability, quality of service, valid roadworthy certificates for all vehicles and satisfactory breakdown management				
4) Poor - Proven poor reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				

Name of Valuator \_\_\_\_\_ Position: \_\_\_\_\_

**EMPLOYER STAMP**

Signature of Valuator \_\_\_\_\_ Date \_\_\_\_\_



## Bidder Reliability and Quality Performance Evaluation Report

The Employer: .....

Bidders Name: .....

Project Value: R.....

Project Title: .....

Period: .....

Brief description of work done by bidder:

.....  
.....  
.....

Will Require References and pose the following questions:

CATEGORY	EXCELLENT	GOOD	SASTISFACTORY	POOR
1) Excellent - Proven excellent reliability, quality of service, valid road worthy certificates for all vehicles and excellent breakdown management.				
2) Good - Proven good reliability, quality of service, valid roadworthy certificates for all vehicles and good breakdown management				
3) Satisfactory - Proven satisfactory reliability, quality of service, valid roadworthy certificates for all vehicles and satisfactory breakdown management				
4) Poor - Proven poor reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				

Name of Valuator \_\_\_\_\_ Position: \_\_\_\_\_

EMPLOYER STAMP

Signature of Valuator \_\_\_\_\_ Date \_\_\_\_\_



## Bidder Reliability and Quality Performance Evaluation Report

The Employer: .....

Bidders Name: ..... Project Value: R.....

Project Title: ..... Period: .....

Brief description of work done by bidder:

.....  
.....  
.....

Will Require References and pose the following questions:

CATEGORY	EXCELLENT	GOOD	SASTISFACTORY	POOR
1) Excellent - Proven excellent reliability, quality of service, valid road worthy certificates for all vehicles and excellent breakdown management.				
2) Good - Proven good reliability, quality of service, valid roadworthy certificates for all vehicles and good breakdown management				
3) Satisfactory - Proven satisfactory reliability, quality of service, valid roadworthy certificates for all vehicles and satisfactory breakdown management				
4) Poor - Proven poor reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				

Name of Valuator \_\_\_\_\_ Position: \_\_\_\_\_

EMPLOYER STAMP

Signature of Valuator \_\_\_\_\_ Date \_\_\_\_\_

**REPUBLIC OF SOUTH AFRICA**

**NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
(NDPWI)**

**SPECIFICATION FOR THE TRANSPORTATION OF THE MEMBERS OF  
PARLIAMENT AND SESSIONAL OFFICIALS BETWEEN THE THREE  
PARLIAMENTARY VILLAGES AND THE PARLIAMENTARY PRECINCT  
(24 MONTHS)**

**CONSISTS OF:**

**PART A: CONDITIONS OF CONTRACT**

**PART B: SCHEDULES**

**NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
CUSTOMS HOUSE  
LOWER HEERENRACHT  
CAPE TOWN  
8000**

**SEPTEMBER 2021**

**REPUBLIC OF SOUTH AFRICA**

**NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**PART A**

**CONDITIONS OF CONTRACT**

**NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
CUSTOMS HOUSE  
LOWER HEERENRACHT  
CAPE TOWN  
8000**

1. **SCOPE OF CONTRACT**

The contract is solely meant for the transportation of the learners of Members of Parliament and Sessional Officials from Acacia Park, Laboria Park and Pelican Park Parliamentary Village to the Parliamentary Precinct in Cape Town.

2. **REQUIRED VEHICLES**

The Department of Public Works and Infrastructure (the Department) requires seven (7) fully luxury coaches (minimum 45 seaters) to execute the service, pictures should accompany the contract to illustrate proof of this requirement. The luxury coaches require the following additional and essential requirements, ablution facilities, air-conditioning, radio, microphone, TV, rear engine, reading lights, curtains, head rest and aisle runners. It will be mandatory that the successful bidder has the vehicles fitted with a tracking system to which the Department will have access for better management and monitoring of the service.

In addition the Department requires three (3) sixteen (16) seater minibuses to be utilised as and when required (invoice will be submitted only when the service had been rendered).

3. **VALUE ADDED TAX (VAT)**

All rates, etc. in this tender document must be exclusive of Value Added Tax (VAT). VAT should be calculated separately and added to the total value in the summary only.

4. **CONTRACT PRICE ADJUSTMENTS**

The rates tendered for shall remain fixed for the first twelve (12) months of the contract, thereafter, for the remainder of the contract (months 13 to 24) the rates will be CPI adjusted.

5. **THE TENDER**

The pages of this tender are numbered consecutively. The bidder shall, before submitting the tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent of meaning of any description, or this tender contains any obvious errors, the bidder shall obtain a directive in writing from the Department.

The text of this tender and other documents as prepared by the Department will be adhered to and no alteration, erasure, omission or addition thereto by the bidder will be recognised.

6. **DOCUMENTS IN ADDITION TO THE CONDITIONS OF THE CONTRACT**

The following documents must be read in conjunction with this contract:

- (i) Occupational Health and Safety Act No. 85 of 1993;
- (ii) National Road Traffic Act, No. 93 of 1996;
- (iii) National Land Transport Act, No 5 of 2009 as amended;
- (iv) Transport Laws – Means all laws related to transport and the transportation of passengers Including the Road Traffic Act and the Transport Act; and
- (v) Disaster Management Act No. 57 of 2002 and regulations relating to Covid 19

The bidder must study these documents and acquaint themselves with the contents thereof and comply with these conditions at all times as no claims in this relating to issues covered by these documents will be entertained.

7. **CONTRACT PERIOD**

This tender shall be valid for a period of (24) months commencing from the date of the letter of acceptance.

8. **MANAGEMENT**

The Service Provider shall undertake to:

- a) Arrange with the Parks Management for access to the Parliamentary Villages in order to execute the required service;
- b) Communicate logistical challenges, potential risks and any other matters that will negatively impact the service performance without any delay to Parks Management;
- c) Take adequate precautions to prevent collision to buildings, light fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and to indemnify the Department against any claims whatsoever arising from his/her conduct and/or the conduct of his/her employees; and
- e) Safeguard all his/her employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

9. **EXECUTION OF SERVICE**

- 9.1 Normally, upon the instruction or request to render any transport service, the service provider must ensure that the instruction for the required service is in writing as no payments will be made to call out services without a written instruction from the Regional Manager or Parks Management.
- 9.2 The service provider is to respond to emergency call outs and after hours call out within thirty minutes (30) of the said call. Should the service provider fail to respond within the time limits as mentioned, the Department would have the right to appoint any other service provider to do the work without further notification to the appointed service provider. The additional costs if any of such work, executed by another contractor, will be for the account of the appointed successful bidder.
- 9.3 Should the appointed service provider fail to comply with any of the provisions of the tender or should the Department be dissatisfied with the standard of service provided by the service provider, the Department may, without prejudice to any other rights it may have, take appropriate action including the termination of the contract.

10. **CONTRACTOR'S STAFF BEHAVIOUR**

- 10.1 The contractor shall use appropriately qualified, competently trained staff directly employed and supervised by him/her.
- 10.2 No passenger may be subjected to verbal or physical abuse whilst in transit, by the driver.
- 10.3 Any disciplinary matters must be brought to the attention of the Regional Manager or Parks Management and not be attended to by the drivers.



- 10.4 Smoking is prohibited in the vehicles. Cigarettes, drugs or alcohol should not be offered to passengers.
- 10.5 No driver may use alcoholic beverages prior to or whilst transporting passengers.
- 10.6 Drivers may not conduct themselves in any way, which may embarrass or tarnish the image of the National Department of Public Works and Infrastructure (NDPWI).

**NOTE: *BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF DRIVERS LICENCES AND PDP'S FOR THEIR DRIVERS.***

11. **OPERATORS**

- 11.1 Permit (i.t.o. Road Transportation Act (Act No. 74 of 1997)
- 11.2 National Land Transport Act, No 5 of 2009

12. **ACCESS CARDS TO SECURITY AREAS**

- 12.1 Should access to a security area be required for the execution of duties in terms of this tender, the service provider shall obtain the relevant permit / access cards for his personnel and the Parks Management shall be informed of this process. The contractor must comply with any regulations or instructions issued to him/her from time to time, concerning the safety of persons and property, by such authority.

13. **SECURITY CHECK ON PERSONNEL**

- 13.1 The Department or the Commissioner of the SA Police Services may require the service provider to have his personnel vetted.
- 13.2 All costs arising from obtaining such security check shall be borne by the service provider.

14. **LETTER OF APPOINTMENT / OFFICIAL ORDER FORM**

- 14.1 An official letter of appointment will be issued to the successful service provider.
- 14.2 Transport Services may only be commissioned to the service provider by the Regional Manager or the Parks Management. It is, however, expected of the service provider to respond to telephonic requests for services. However, he/she must obtain the official written instruction (electronic mail) for the services requested.

15. **EMERGENCY SERVICES**

Emergency services after hours may be executed without receipt of official correspondence and solely on the request of the Regional Manager or Parks Management. The service provider must also ensure that he/she obtains the official instruction from the Department on the following working day.

16. **INVOICES**

- 16.1 Original invoices shall be submitted for payment purposes. No copies of invoices will be accepted for payment. Failure to comply with the above will result in non-payment.
- 16.2 Invoices for late sittings shall be accompanied by an instruction letter (electronic mail) and the Parliamentary Programme. Failure to comply with the above will result in delay or even non-payment of invoices.
- 16.3 The service provider will only be paid for services rendered and authorised by the Regional

Manager / Parks Management.

**Note:** Any errors in the compilation of the invoices or accounts discovered at a later stage shall be rectified and if any, overpayment shall be recovered from the service provider by the Department.

17. **VARIATIONS TO THE CONTRACT**

Should the transportation of the Members of Parliament and Sessional Officials between the Parliamentary Villages (Acacia Park, Laboria Park and Pelican Park) and the Parliamentary Precinct not be required for any reason during the duration of this contract, the service provider will not be entitled to any claim/ compensation.

18. **MATTERS RELATING TO BUSES**

18.1 All vehicles and busses shall be registered in the name of the bidder and proof of such registration shall be submitted to the National Department of Public Works & Infrastructure (NDPWI) together with the contract documents. If a bidder has a long term lease for the vehicles and buses or pending long lease agreement, such contract or a letter of intention from a leasing company must be provided to the Department.

18.2 The vehicles shall at all times during the term of the contract be maintained in a roadworthy condition. The successful bidder shall subject the vehicles to a roadworthy test at a centre designated by the NDPWI or Provincial Authorities within fourteen (14) days after the approval of the tender. The cost incurred for the testing of the vehicles shall be borne by the service provider. Prior to the award of the tender, the Department of Public Works and Infrastructure shall conduct an inspection of all the vehicles to ensure that they are fit for the purpose, as part of the evaluation process.

19. **PICK UP HOURS**

Hours for Mondays to Fridays: 06H00 to 18H30

20. The number of passengers may increase or decrease according to requirements. The applicable rate per return (from Parliamentary Village to the Parliamentary Precinct and back to the Parliamentary Village) trip as agreed on the contract will be applicable. The routes specified are baseline distances and could change with the needs of the client. Payment for the relevant month will only be made once the number of trips for that month is established and agreed to by both parties.

21. Only the maximum approved number of passengers for which the vehicle is licensed and for which it has a clearance certificate may be transported in the bus. No passenger is to be permitted to stand in the vehicle.

22. The bidder may not under any circumstances transport one part of a group and then another in the same vehicle at different times. This condition must be strictly adhered to.

23. The vehicles that are used to transport passengers must at all times be in a roadworthy condition. Failure to comply will be considered as breach of contract. If any vehicle is found not to be in roadworthy condition, the bidder will at his cost provide or arrange for suitable alternative transport until such time that the vehicle is repaired and in a roadworthy condition.

24. Should the bidder refuse to remove the un-roadworthy vehicle from service for repairs or make acceptable alternative arrangements, the Department reserves the right to arrange for alternative means and to recover the cost from the bidder.

25. Duties and responsibilities of the service provider:
- (a) To see that the necessary number of vehicles are available to transport the number of passengers.
  - (b) That if he/she neglects to pick up passengers in the mornings and afternoons at the agreed time schedule.
  - (c) To ensure that the vehicles stop at all agreed bus stops on the route(s) and that passengers will have enough time to enter and exit the bus.
  - (d) The service provider shall acquaint himself / herself with all the bus routes.
  - (e) A written notification not shorter than 3 (three) calendar months must be provided to the Department, of the tenderers intentions to have the contract or any portion thereof ceded, transferred or sub-contracted to any other person. Such notification must reach the Regional Manager, Department of Public Works and Infrastructure within seven (7) days of it being posted. The notification must also have attached to it the written agreement of the third party to whom the contract has been ceded, transferred or sub-contracted to, wherein he / she agrees to keep by all the contract conditions and prices. The contract may, however, not be ceded, transferred or sub-contracted without the Departmental Bid Committee approval.
  - (f) Except for the ruling made in paragraph (18.1) of these conditions, the bidder may not make use of hired or loan vehicles for whatever reason, or any other party in the execution of his / her duties according to contract without the written consent of the Departmental Bid Committee.
26. The vehicles and the driver(s) must comply with the National Road Traffic Act, No. 93 of 1996 and the National Land Transport Act, No 5 of 2009 as amended and proof of insurance coverage of the transportation. Such proof of this must accompany this tender. **Failure to comply with this instruction will render the tender invalid.**
27. The Department accepts no responsibility for any claims that might arise from the contract due to possible accidents resulting from the transportation of passengers. For this reason, the successful bidder must comply with all the relevant conditions as referred to in paragraph 26 above as well as acquire the adequate insurance coverage against any possible claims. Evidence of this must be submitted at commencement of the contract and any renewals or changes of such coverage must be reported to the Department.
28. All buses must be kept neat, clean and hygienic at all times (penalties will apply).
29. All COVID-19 protocols to be observed at all times when transporting Members of Parliament and Sessional Officials to and from the Parliamentary Villages.
30. All vehicles to be sanitised daily before collecting passengers.
31. Hand sanitiser to be provided in all vehicles for use by passengers embarking the vehicles.
32. Hand held temperature scanners to be provided by the service provider to screen passengers embarking the vehicles.

33. **ADDITIONAL TRIPS**

- 33.1 The Regional Manager / Director / Deputy Director and CRM in Prestige may only approve additional trips and communicate the approval to the Parks Officials and the Parliamentary Villages Management Board.
- 33.2 Should the route change and/or additional routes be added to the contract, provision will be made for such within a 25km radius of the said trip in either direction. The rate tendered for an existing route, from the existing approved schedule of quantities, closest to the total additional kilometres required, will be charged accordingly.

34. **UNCERTAINTY ABOUT SCOPE**

Should the service provider be uncertain about the scope of any work to be executed under this contract, the Department must immediately be requested to clarify its instructions.

## SPECIAL CONDITIONS

1. A time schedule will be supplied to the successful bidder and the successful bidder will receive the Parliamentary Programme to schedule late sittings and Study Group meetings.
2. Vehicles used for the purposes of this contract are to be roadworthy and in an impeccable condition, both mechanically and aesthetically at all times and are to comply with provincial and municipal regulations. Vehicles leaking oil are not permitted to enter the Parliamentary Precinct. If any damages are caused due to discrepancies arising from what is stated in this clause the service provider will be held solely responsible.
3. Bidders are required to indicate which arrangements they intend to make in the event of breakdowns or should more buses be required. The Department will not be held liable for any costs or expenditure that may arise from such arrangements, except for additional vehicles supplied on request of the Department. Details to be furnished separately.
4. Bidders are responsible for obtaining the necessary operating licences/permits from Chief Directorate Road Transport (Department of Transport).
5. The documents must be completed in full, uncompleted documents will render the bid non-responsive.
6. Bidders to ensure that the vehicles transporting passengers are not overloaded.
7. Bidders to ensure that all vehicles to be used to transport passengers have comprehensive insurance cover, i.e. passenger liability.
8. Bidders to ensure that passengers are loaded and off loaded to designated stops. No passengers will be off loaded or loaded at unspecified stops.
9. Certified copies of the drivers PDP's licences must be included in the tender.
10. Certified copy of organisation where the company affiliates must be submitted with the tender **(if applicable)**.
11. Proof of registration that busses are registered in the name of the bidder must be submitted, a bidder who has a long term lease agreement will be required to provide the contract. Failure will render the bid non-responsive.
12. Due to the VIP clientele and passengers that the successful bidder will transport, the Department will not consider buses that are older than five (5) years as the Department wishes to minimise breakdowns.
13. The Department will introduce penalties for poor performance in conjunction with paragraph 9.3.
14. The contract will include the services of conductors for monitoring purposes, one (1) conductor per trip for each Parliamentary Village, therefore three (3) conductors for the contract are required. The duties of the conductor will include (but not be limited to), assisting passengers embarking and disembarking the bus; recording the number of passengers on each trip and identifying them by their permits; and provide the Department with monthly passenger information. During the COVID pandemic, the conductor will be required to assist passengers by offering sanitiser to passengers embarking the bus, checking their temperature with the hand held temperature scanner and complete register of passengers.

## PART B

### SCHEDULES

#### **PREAMBLE TO THE SCHEDULE OF QUANTITIES**

1. The Schedule of Quantities shall be read in conjunction with the Notice to Tenderers, Conditions of Contract and Special Conditions of Contract.
2. The Schedule of Quantities consist of items covering the service provider's profit and cost of general liabilities.

Although the bidder is at liberty to insert a rate of his or her own choice for each item in the Schedule, it should be noted that the service provider is entitled under various circumstances to payment for additional services rendered and that the Department will base their assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the service provider.

3. The unit prices inserted in the Schedule of Quantities shall be regarded as correct and any calculation errors may be referred to the Bid Committee. The corrected Tender Price will be used in the adjudication of the tenders and will form the Contract Sum.
4. An amount or rate shall be entered against each item in the Schedule of Quantities. An item against which no amount or rate is entered or where it has been indicated that full compensation for such item has been included in another item, that item will be considered to have a rate of nil. Grouping of a number of items together and tendering of one lump sum for such a group of items will not be permitted and may lead to rejection of the tender.
5. The bidder shall enter a rate or lump sum for each item in the Schedule of Quantities in **BLACK INK. Documents corrected by fluid (Tippex) will render the tender document invalid.**
6. The quantities reflected in the Schedule of Quantities are provisional and do not necessarily reflect the actual number of trips that will ultimately be required. All rates shall be in South African currency.
7. The bidder must, when submitting his/her tender deliver proof that he/she has (possesses) the necessary bus(es) or will be able to transport the maximum number of passengers as indicated in the relevant category.
8. For purposes of this tender, the word "trip" shall mean a distance driven by a vehicle from a point of origin (ie. Parliamentary Villages) to Parliament and back. The number of trips may vary, depending on the following:
  - Directives from Parliament, guided by Parliament's schedule; and
  - Determination by Disaster Management Act.

## SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	RATE PER TRIP	AMOUNT
1.0	Transportation of Parliamentarians and Sessional Officials from <b>Acacia Park</b> to Parliament and back (return trip).				
1.1	(See Annexure A at back of schedule for a more detailed description of service required)				
1.2	Normal Hours 45 Seater Bus	03 Bus	1 return trip of 35 km		
1.3	Normal Hours – 16 Seater Bus  (Alternative only when needed. Only the rate to be indicated)	01 Bus	1 return trip of 35 km		<b>UPON REQUEST ONLY</b>
	<b>TOTAL RATES PER TRIP FOR 1.2 ONLY</b>				

**SCHEDULE OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	RATE PER TRIP	AMOUNT
2.0	Transportation of Parliamentarians and Sessional Officials from <b>Laboria Park</b> to Parliament and back (return trip).				
2.1	See Annexure B at back of schedule for a more detailed description of service required)				
2.2	Normal Hours 45 Seater Bus	02 Bus	1 Return trip of 50 km		
2.3	Normal Hours 16 Seater Bus	01 Bus	1 Return trip of 50km		UPON REQUEST ONLY
TOTAL RATES PER TRIP					



## SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	RATE PER TRIP	AMOUNT
3.0	Transportation of Parliamentarians and Sessional Officials from Pelican Park to Parliament and back (return trip)				
3.1	See Annexure C at back of schedule for a more detailed description of service required)				
3.2	Normal Hours 45 Seater Bus	02 Bus	1 Return trip of 46km		
3.3	Normal Hours 16 Seater Bus	01 Bus	1 Return trip of 46km		UPON REQUEST ONLY
	TOTAL RATES PER TRIP				

**SUMMARY TO SCHEDULE OF QUANTITIES**

TOTAL FOR FIRST PAGE OF SCHEDULE (ITEMS 1 TO 2) R .....

PLUS VAT 15% R.....

TOTAL  
(Carried to PA-32)  
**Failure to transfer the total will disqualify your bid** R.....

\_\_\_\_\_  
SIGNATURE  
Signed by duly appointed signatory:

\_\_\_\_\_  
DATE

(Please print full name and surname) .....

ADDRESS: .....

.....

.....

.....

.....

CONTACT PERSON : MS NONENE NTSHONGA  
TELEPHONE NUMBER : (021) 402-2412/082 446 4406

## NATIONAL DEPARTMENT OF PUBLIC WORKS

TRANSPORTATION OF PARLIAMENTARIANS AND  
SESSIONAL OFFICIALS

## DETAILED DESCRIPTION OF SERVICE

From : Acacia Park Parliamentary Village

To : Parliament (Cape Town)

District: Cape Town

Return distance of route from Acacia Park Parliamentary Village to Parliament and back: 35 kilometres.

Estimated number of passengers to be transported on this route : 45

Transportation of Parliamentarians and Sessional Officials from Acacia Park to Parliament and back (return trip).

Buses will depart from different bus stops within the village. Before submitting the tender, the bidder must acquaint himself /herself with the specific nature and stops on route. Despite the distance indicated above, the onus of responsibility rests with the bidder to acquaint himself / herself with the correct distance before submitting the tender because no adjustments will be made in terms of remuneration after signing of the contract.

**NOTE:** BEFORE TENDER PRICES ARE FILLED IN, THE TENDER AND CONTRACT CONDITIONS MUST BE THOROUGHLY STUDIED

NATIONAL DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION OF PARLIAMENTARIANS AND  
SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From : Laboria Park Parliamentary Village

To : Parliament (Cape Town)

District: Cape Town

Return distance of route from Laboria Park Parliamentary Village to Parliament and back: 50 kilometres

Estimated number of passengers to be transported on this route : 45

Transportation of Parliamentarians and Sessional Officials from Laboria Park to Parliament and back (return trip.)

Buses will depart from different bus stops within the village. Before submitting the tender, the bidder must acquaint himself / herself with the specific nature and stops on route. Despite the distance indicated above, the onus of responsibility rests with the bidder to acquaint himself / herself with the correct distance before submitting the tender because no adjustments will be made in terms of remuneration after signing of the contract.

**NOTE:** BEFORE TENDER PRICES ARE FILLED IN, THE TENDER AND CONTRACT CONDITIONS MUST BE THOROUGHLY STUDIED.

ANNEXURE C

NATIONAL DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION OF PARLIAMENTARIANS AND  
SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From : Pelican Park Parliamentary Village

To : Parliament (Zeekoevlei)

District: Cape Town

Return distance of route from Pelican Park Parliamentary Village to Parliament and back: 46 kilometres.

Estimated number of passengers to be transported on this route : 45

Transportation of Parliamentarians and Sessional Officials from Pelican Park to Parliament and back (return trip).

Buses will depart from different bus stops within the village. Before submitting the tender, the bidder must acquaint himself / herself with the specific nature and stops on route. Despite the distance indicated above, the onus of responsibility rests with the bidder to acquaint himself / herself with the correct distance before submitting the tender because no adjustments will be made in terms of remuneration after signing of the contract.

**NOTE:** BEFORE TENDER PRICES ARE FILLED IN, THE TENDER AND CONTRACT CONDITIONS MUST BE THOROUGHLY STUDIED.

DECLARATION

Please Note: Full replies to all questions where applicable, must be provided as it could have an effect on the allocation of bid.

**PARTICULARS OF TENDERERS**

1. I hereby confirm that I have sufficient buses to fulfil the requirements of this bid.
2. The particulars of the buses I own and which shall be used for this purpose are as follows:

REGISTRATION NO.	SIZE OF BUS SEATS	ROADWORTHY CERTIFICATE NO.

3. The buses can be inspected at the following address :

.....

.....

.....

.....

4. Particulars of existing contract(s) for the transport of passengers

CONTRACT NO.	NAME OF TOWN/ CITY/AREA FROM WHERE PASSENGERS ARE TRANSPORTED	NAME OF COMPANY/COMPLEXES TO WHERE PASSENGERS ARE TRANSPORTED	NUMBER OF PASSENGERS CURRENTLY TRANSPORTED

5. Indicate where buses will be parked during Parliamentary Session hours after Parliamentarians and Sessional Officials have been off loaded. Provide full particulars.

.....  
 .....  
 .....  
 .....  
 .....

I hereby confirm that the above information is correct. (Refer to paragraph 3 of General Tender Conditions.)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



PA-10: General Conditions of Contract (GCC)

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

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

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

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

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## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



## PA-10: General Conditions of Contract (GCC)

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

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

### 3. General

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



## PA-10: General Conditions of Contract (GCC)

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.



## PA-10: General Conditions of Contract (GCC)

- 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



## PA-10: General Conditions of Contract (GCC)

- (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



## PA-10: General Conditions of Contract (GCC)

- 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:



## PA-10: General Conditions of Contract (GCC)

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

## 24. Anti-dumping and countervailing duties and rights

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



## PA-10: General Conditions of Contract (GCC)

### 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.



PA-10: General Conditions of Contract (GCC)

**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.

Name of Bidder	Signature	Date