

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

Project title:	SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN
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Bid no:	CPTSC23/21		
Advertising date:	29 October 2021	Closing date:	19 November 2021
Closing time:	11h00	Validity period:	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 checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Completion and submission of signed (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Completion and submission of signed (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Completion and submission the signed invitation to Bid form PA32. Transfer your final bid offer to PA-32.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD): Provide proof of registration with National Treasury CSD by completing the supplier Registration Number on the PA 32 Form or submit CSD report
<input checked="" type="checkbox"/>	Submission of signed joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Pricing schedule must be fully completed and signed. Transfer your final bid offer to PA-32.
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria 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 original or originally certified proof of B-BBEE Status Level of contributor or a 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 (i) 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 type="checkbox"/>	Submission of Tax Compliance status pin and copy of Tax Certificate
<input type="checkbox"/>	Submission of (PA-40 form) Declaration of designated groups for preferential procurement
<input checked="" type="checkbox"/>	Completion and submission of the invitation to Bid form PA32. Transfer your final bid offer to PA-32.
<input checked="" type="checkbox"/>	Submission of fully priced Bill of Quantities.
<input type="checkbox"/>	

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 or <input checked="" type="checkbox"/> Level 2 or <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.

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
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<p>1. EXPERIENCE</p> <p>The bidder must demonstrate adequate experience to have successfully supplied portable movable generators to the capacity of 40 KVA on a trailer and events related equipment's above with a threshold equal to or above R500 000.00 per project completed in the last five (5) years. Bidders must attach the appointment letter/Service Level Agreement /contract/order number from the previous employers as proof of your experience listed on the DPW - 09 form. Failure to attach the required proof will result in no scoring of points in this criteria.</p> <p>a) The bidder demonstrates to have successfully supplied 5 or more projects of in the past five years = 5 b) The bidder demonstrates to have successfully supplied 4 projects in the past five years = 4 c) The bidder demonstrates to have successfully supplied 3 projects in the past five years = 3 d) The bidder demonstrates to have successfully supplied 2 projects in the past five years = 2 e) The bidder demonstrates to have successfully supplied 1 project in the past five years =1</p> <p>Note: A generator must be on trailer (both generator and trailer will remain assets of DPW)</p>	40
<p>2. QUALITY / PERFORMANCE EVALUATION</p> <p>References listed on the DPW-09 (EC) will be used to obtain the quality of work.</p> <p>Bidders must provide contactable references with the person's name and contact details and email address. The Bidder must forward the standard template (attached in tender document as Annexure A – BIDDER QUALITY PERFORMANCE EVALUATION) to the referees to complete, stamp and sign, the form must be attached to the tender document when submitting on the closing date. Bidder must provide a minimum of two bid evaluation reports of projects listed on DPW-09 (EC).</p> <p>Excellent = 5 Points Good = 4 Points Satisfactory = 3 Points Average = 2 Points Poor = 1 Point</p>	30

<p>PERSONNEL EXPERIENCE:</p> <p>Project Leader: The project leader must have a relevant qualification N4 - N6 or Diploma or Degree in Electrical or Mechanical Engineering qualification. Project leader must be a person who can demonstrate extensive experience and technical know-how in the general GENERATOR industry and events related equipment. Such person is expected to be familiar with the current norms and standards, share the best practices and solutions with the representatives of the Department of Public Works and Infrastructure. Such person may only be substituted by an equal or better qualified person, upon approval by the Department. He/she will be scored on experience and qualifications.</p> <p>Qualifications of the project leader (bidder to attach originally certified certificates not older than three months of the project leader to his/ her CV and mark them clearly with the covering page or Annexure "QUALIFICATIONS OF THE PROJECT LEADER).</p> <p>Experience of the project leader.</p> <p>5 years or more of supervisory experience plus Qualification = 5 points 4 years of supervisory experience plus Qualification = 4 points 3 years of supervisory experience plus Qualification = 3 points 2 years of supervisory experience plus Qualification = 2 points 1 year of supervisory experience plus Qualification = 1 point</p>	<p>30</p>
Total	100 Points

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 BBEE 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
- Alternatively; Bid documents may be collected during working hours at the following address Office 941, 9th floor, Customs House, Foreshore, Cape Town, Department of Public Works, Building. A non-refundable bid deposit of R 200.00 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:

DPW Project Leader:	Luvuyo Rasmeni	Telephone no:	021 402 2218
Cell no:	082 454 1487	Fax no:	
E-mail:	Luvuyo.rasmeni@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>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 CAPE TOWN 8000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>CUSTOMS HOUSE BUILDING LOWER HEERENGRACHT; FORESHORE CAPE TOWN – TENDER BOX SITUATED AT THE MAIN ENTRANCE.</p>
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COMPILED BY:

Luvuyo Rasmeni		Project Leader	26 October 2021
Name of Project Leader	Signature	Capacity	Date

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	CPTSC 23/21	CLOSING DATE:	19 Nov 2021	CLOSING TIME:	11h00
DESCRIPTION	SUPPLY AND PROVISION OF EVENTS INFRASTRUSCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN				
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)					
Department of Public Works; Customs House Building; Lower Foreshore; Cape Town; 8000					
OR POSTED TO:					
Department of Public Works; Customs House Building; Private Bag X9027 Lower Foreshore; 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	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		<input type="checkbox"/> No		<input type="checkbox"/> No	
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		
		NAME:			
[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	
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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> 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.

IN THE CASE OF EXEMPTED MICRO ENTERPRISES (EME), A VALID CERTIFIED SWORN AFFIDAVIT MUST BE SUBMITTED WITH THE BID OFFER)

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.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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.

Project title:	<i>SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN</i>		
Bid no:	CPTSC23/21	Reference no:	

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 State¹; 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, shareholder² 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.

¹ "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.

² "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	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? (Companies or persons who are listed on this database were	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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	informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
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>To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<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>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<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>	<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-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
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

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



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: _____ (code)

Fax number: _____ (code)

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

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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).

**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.

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.

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3. Points for this bid shall be awarded for:

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

1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. 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.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

1.1. In terms of Regulation 6 (2) and 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-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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

1.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

1.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

1.7. Total number of years the company/firm has been in business:.....

1.8. 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 contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	SUPPLY AND PROVISION OF EVENTS INFRASTRUSCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN		
Bid no:	CPTSC23/21	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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:

- (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 consortium³ 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

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

³ 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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

¹ EME: Exempted Micro Enterprise
² 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



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

Project title:	SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN		
Tender / quotation no:	CPTSC:23/21	Closing date:	19 November 2021
Advertising date:	29 October 2021	Validity period:	60 days

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

1.1. Current projects

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

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



CAPE TOWN: SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

QUALITY TEMPLATE - CPT CPTSC 23/21

The bidder must forward this standard template to the referees to complete and must be attached to the tender document when submitting on closing date.

Name of Bidder:

Project Name (Completed by the bidder)	Project Value	Project Execution Date	Client (Bidders Client)

1. Did the company provide events equipment's and mobile generators?

RATINGS			
	5 Excellent	3: Good	1: Poor
QUALITY: What was the quality standard of events equipment's and mobile generators. Would you recommend this company to other clients?	Yes		No

Notes:	STAMP (Bidder's Client Stamp)	
Name and Surname		
Signature		



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

CAPE TOWN: SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

QUALITY TEMPLATE - CPT CPTSC 23/21

The bidder must forward this standard template to the referees to complete and must be attached to the tender document when submitting on closing date.

Name of Bidder:

Project Name <small>(Completed by the bidder)</small>	Project Value	Project Execution Date	Client <small>(Bidders Client)</small>

1. Did the company provide events equipment's and mobile generators?

RATINGS

QUALITY: What was the quality standard of events equipment's and mobile generators. Would you recommend this company to other clients?	5 Excellent	3: Good	1: Poor
	Yes		No

Notes:

Name and Surname

Signature

STAMP (Bidder's Client Stamp)



public works
& infrastructure

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Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

CAPE TOWN: SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

QUALITY TEMPLATE - CPT CPTSC 23/21

The bidder must forward this standard template to the referees to complete and must be attached to the tender document when submitting on closing date.

Name of Bidder:

Project Name (Completed by the bidder)	Project Value	Project Execution Date	Client (Bidders Client)

1. Did the company provide events equipment's and mobile generators?

RATINGS

QUALITY:

What was the quality standard of events equipment's and mobile generators.
Would you recommend this company to other clients?

5 Excellent	3: Good	1: Poor
Yes		No

Notes:

Name and Surname

Signature

STAMP (Bidder's Client Stamp)



public works
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REPUBLIC OF SOUTH AFRICA

CAPE TOWN: SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

QUALITY TEMPLATE - CPT CPTSC 23/21

The bidder must forward this standard template to the referees to complete and must be attached to the tender document when submitting on closing date.

Name of Bidder:

Project Name (Completed by the bidder)	Project Value	Project Execution Date	Client (Bidders Client)

1. Did the company provide events equipment's and mobile generators?

RATINGS

QUALITY: What was the quality standard of events equipment's and mobile generators. Would you recommend this company to other clients?	5 Excellent	3: Good	1: Poor
	Yes		No

Notes:

Name and Surname

Signature

STAMP (Bidder's Client Stamp)



**public works
& infrastructure**
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

CAPE TOWN: SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

QUALITY TEMPLATE - CPT CPTSC 23/21

The bidder must forward this standard template to the referees to complete and must be attached to the tender document when submitting on closing date.

Name of Bidder:

Project Name <small>(Completed by the bidder)</small>	Project Value	Project Execution Date	Client <small>(Bidders Client)</small>

1. Did the company provide events equipment's and mobile generators?

RATINGS

QUALITY:

What was the quality standard of events equipment's and mobile generators.
Would you recommend this company to other clients?

	5 Excellent	3: Good	1: Poor
	Yes		No

Notes:

	STAMP (Bidder's Client Stamp)	
Name and Surname		
Signature		



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& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE

**SUPPLY AND PROVISION OF EVENTS INFRASTRUSCTURE SUCH AS MOVABLE PORTABLE
STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR
THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN**

1. INTRODUCTION

The purpose of these Terms of Reference (TOR) is to provide the Department of Public Works and Infrastructure (the Department) with a framework for the appointment of a suitable service provider who shall supply and provide or purchase on behalf of the Department the equipment's listed in the BoQ that will be the Departments assets. The successful service provider will be required to deliver the equipment's to the Department of Public Works stores in Cape Town.

The Department has a legal obligation, in terms of Section 8 of OHS Act, as amended to, where reasonably practicable, provide and maintain a safe, healthy work environment that is without risk to employees. To comply with the OHS Act in the light of the COVID-19 threat, the Department must take reasonable steps to prevent, manage and/ or contain the spread of the virus.

The successful service provider in the process of delivering the equipment's should at all times adhere to COVID-19 government regulations.

2. PROVISION OF SERVICES

PROJECT PLAN ON DELIVERY OF SERVICES BY THE SERVICE PROVIDER:

The service provider, to provide a project implementation plan detailing the allocation of tasks and resources as well as details how they are going to deliver on the project, the project plan should fully be aligned to the scope of works (See Section Pricing Schedule document).

The project plan should address the following criteria:

- Delivery of Good Quality Equipment's:
 1. Delivery Dates
 - a. Demonstration of equipment's at the time of delivery.
 - b. Guarantee Documents.
 - c. Assemble documentations

STAGE 1: ADMINISTRATIVE COMPLIANCE

- Submission of RFP Pack Section 1 and 2 with all the pages.
- Completed and signed in full the Standard Bidding Documents by the bidder (SBD):
 - ❖ List of similar projects - DPW 09 FORM
 - ❖ Company experience
 - ❖ Pricing schedule
 - ❖ Complete all forms.
 - ❖ PA-15.1
 - ❖ PA-15.2
 - ❖ PA-15.3
 - ❖ PA-09 - List of returnable documents.
 - ❖ PA-40 - Declaration of Designated Groups for Preferential Procurement
 - ❖ PA-32 – Form of offer
 - ❖ PA-16 - Preference Points Claim for Bids

- ❖ PA-29 Certificate of Independent Bid Determination
- ❖ PA-36 Local Content
- ❖ Submit B-BBEE Certificate
- ❖ Submit your Tax Clearance Certificate

❖ **NB:** Go through the entire document and make sure you aren't missing anything.

NOTE: Bidders must ensure that all standard bidding documents are completed and signed, where information is not applicable, it must be indicated as such in the bid document.

NB: Bidders who do not comply with the above-mentioned requirements on SBD forms will be disqualified.

OTHER IMPORTANT REQUIRED DOCUMENTS

- Proof of registration with the National Treasury Supplier Database (CSD). Provide registration Number
If there will be a share of services between bidders, all relevant parties must sign a share of service agreement and provide supporting documents i.e. Letter of Authority from both or all companies.
- Service Provider should provide the Department with the Manufactures SABS approved certificates.

PRE-QUALIFICATION CRITERIA

In applying Preferential Procurement Regulation of 2017, the department invokes Regulation 4(1) in relation to applying a pre-qualification criterion to advance designated groups. The following criteria will be applied to this tender with the specific conditions that interested bidders can respond to with the following requirements:

1. A tenderer must be between levels 1 to 2 as a B-BBEE status level contributor.

MANDATORY REQUIREMENTS TO BE PROVIDED AS PROOF OF THE ABOVE:

In case of a tenderer sub-contracting any of the above designated groups, a sub-contracting agreement signed by all parties must be provided, detailing the percentage of the sub-contract.

- A copy of a valid B-BBEE Certificate issued by a SANAS accredited verification agency or a Sworn Affidavit signed and dated by both the deponent and Commissioner of Oath, on the same date. In the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by a Commissioner of Oaths or a BBEE document issued by CIPC. (For both the main bidder and the subcontracted company)
- Copies of ID's of Directors or owners of the company originally certified, dated, stamped and signed

by the Commissioner of Oaths and should not more than 3 months old. (For both the main bidder and the subcontracted company)

In reference to item 2 above, a tenderer must submit a signed agreement between two parties to sub-contract and clearly indicating the percentage to be sub-contracted by a tenderer.

In case of a JV, the tenderer must provide the following:

- o It is compulsory for bidders who bid as a joint venture/consortium to submit an agreement signed by both parties stating the applicable percentages
- o Copy of a valid consolidated B-BBEE Certificate from a SANAS accredited entity must be attached for joint venture and consortiums. No sworn affidavit will be accepted for a JV.

NB: all copies must be certified as a true copy of the original. A copy of a certified copy will not be accepted. Failure to submit the above documents, the bidder will be disqualified.

7. BID PRICES

Bidders must express prices for their service in South African currency (Rand) as per Pricing Schedule. All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. (If you are not VAT vendor, please ignore)
Prices will remain firm for the duration of the contract.

8. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of valid/legitimate invoices. Payments will be processed per deliverable accomplished as per the signed Service Level Agreement (SLA). On delivery and submission of the project report for each phase, an invoice can be submitted for work completed. (Invoice will be accepted by email or hand delivery)

Email to:

Luvuyo.rasmeni@dpw.gov.za

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make electronic Invoice Submission (EIS) registration compulsory for all suppliers whose tender are successful. Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and awarding processes have been concluded and a supplier or supplier(s) appointed.

9. SUBMISSION OF BIDS

- The submissions must be made in a single envelopes all forms (PA09), specification, Pricing schedule

and all bidders supporting documents.

- The submissions must be clearly marked with the tender name and the tender number and submitted at:

CUSTOMS HOUSE BUILDING

FORESHORE

LOWER HEERENGRACHT

CAPE TOWN

8000

BIDDER TO COMPLETE THE BELOW AS THEIR PROPOSAL OR ALTERNATIVE SUPPLY A BROCHURE OF THEIR PROSED GENERATOR.

SCHEDULES OF EQUIPMENT

1 **ENGINE**

1.1 **COMMERCIAL**

Name of Manufacturer _____

Country of Origin _____

Manufacture Type No. _____

Make of fuel injection system _____

Make of governor _____

Governor type no. _____

1.2 **MECHANICAL DATA**

Nominal speed (rpm) _____

Number of cylinders _____

Strokes per working cycle _____

Bore (mm) _____

Stroke (mm) _____

Swept volume (litres) _____

Mean piston speed (m/s) _____

Compression ratio _____

Method of starting _____

Number of starter motors _____

Method of cooling _____

Type of heater _____

Capacity of heater (kW) _____

Method of protection against high temperature and low oil pressure _____

Mass of engine (kg) _____

Is the engine turbo-charged? (yes/no)_____

1.3 RATING

Continuous standby sea level rating after allowing for ancillaries (kW) _____

Percentage (%) Derating for site conditions:
For altitude (%) _____

For temperature (%) _____

For humidity (%) _____

Total percentage derating _____

Nett continuous site output _____

Minimum time for assumption of full load (s) _____

Are performance curves attached (yes/no) _____

Is the engine strictly in accordance with specification (yes/no) _____

1.4 MAINTENANCE INTERVALS

Lubricating oil change after (hours) _____

Oil filter element change after (hours) _____

Fuel filter element change after (hours) _____

Air filter element change after (hours) _____

1.5 PERFORMANCE

Fuel consumption of the complete set at site in litres of electrical output:

Full load _____
70% load _____
50% load _____

2 **ALTERNATOR**

2.1 **COMMERCIAL**

Name of Manufacturer _____
Country of origin _____
Manufacturer's type No. _____

2.2 **ELECTRICAL DATA**

Terminal voltage _____
Method of excitation _____
Transient voltage dip after
instantaneous application of
full load _____
Voltage recovery (ms) _____
Steady state voltage
regulation _____
Class of winding insulation
(F/H/200) _____
Is the alternator brushless?
(yes/no) _____
Is the insulation tropicalised?
(yes/no) _____

2.3 **MECHANICAL DATA**

Nominal speed (rpm) _____
Maximum percentage overspeed _____
Number of bearings _____
Type of bearings _____
Mass of alternator (kg) _____

Type of enclosure _____

2.4 **PERFORMANCE**

Derating for site conditions (%) _____

Efficiency @ Cos Phi (lagging) _____

Full load (%) _____

75% Load _____

50% Load _____

3 **CONSTRUCTION**

3.1 **GENERAL DETAILS**

Type of base _____

Type of coupling _____

Type of battery _____

Voltage of battery (V) _____

Capacity of battery (Ah) _____

Capacity of fuel service
Tank (litres) _____

Are electric fuel pumps
provided (yes/no) _____

Type of silencer _____

PRICING SCHEDULE:

* Rate must include VAT

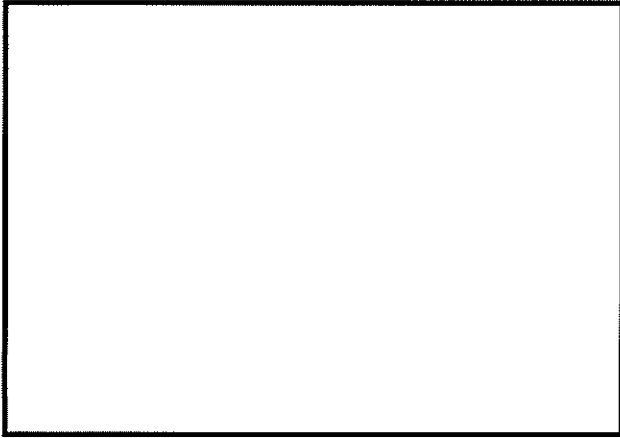
NO	DESCRIPTION OF PRODUCT	QTY	RATE	AMOUNT
1.	40 KVA Diesel Generator on trailer (power on wheels)	2		
2.	5m x 5m framed tents full white	5		
3.	5m x 10m framed tents full white	2		
4.	10m x 15m framed tents full white	2		
5.	7m x 12 m framed tents full white	2		
6.	large VIP Toilets (2.4m x 1.2m)	2		
7.	Chairs – Metal framed	40		
8.	Rectangular tables (Metal)	10		
9.	6,6 KVA Single phase lighting tower	2		

TOTAL TENDER PRICE (IN NUMBERS) (Brought forward)	R
TENDER PRICE (IN WORDS)	

Bid offer to be carried to the form of offer PA32

FIRM'S CONTACT PERSON		CAPACITY	
SIGNATURE		DATE	

COMPANY STAMP:





SUPPLY AND PROVISION OF EVENTS INFRASTRUCTURE SUCH AS MOVABLE PORTABLE STANDBY GENERATOR ON A TRAILOR AND MARQUES AND OTHER RELATED EQUIPMENTS FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN CAPE TOWN

Additions to health and safety specifications for all construction sites to include COVID 19

REPAIRS AND RENOVATIONS

1. Introduction
2. References
3. Special appointments
4. Workers transport
5. Security/access control/control of visitors onsite
6. Pre-construction evaluation of medical requirements, screening and training
7. Facilities, resources and action required by principal contractor where applicable contractor onsite
8. Required procedures, documentation development and updates
9. Procedures at start during and at end of shift
10. Managing and controlling flammable hazardous chemicals
11. Contractor management
12. Compliance monitoring and discipline
13. Additional resources and recourse management

1. Introduction

COVID 19 Novel Corona virus has changed the world we live in and how we will conduct business activities and life in the future. Due to this it has become necessary to take special precautions, to plan and implement control measures, to prevent further spread of this disease.

These specifications are based on the prevention of persons, objects/tools being contaminated with the virus, infection transmission and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

This document is an addendum to the original project health and safety specification to assist the principal contractor and contractors to protect their workers, and to comply with the interim Regulations that has been gazetted

2. References

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID19 under the National Disaster Act



Department of labour, notice no. 479, 29 April 2020, covid-19, Occupational health and safety measures in workplaces Covid-19 (c19 ohs), directive by the minister of employment and labour in terms of regulation 10 (8) of the regulations issued by the minister of cooperative governance and traditional affairs in terms of section 27 (2) of the disaster management act, 2002 (act no. 57 of 2002)

The OHS Act read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees

Section 8(2)(b) of OHS act requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID19, a combination of controls is required, although the main principle is to follow the hierarchy of controls

However, before the implementation of control measures, current risk assessments need to be reviewed and updated, considering the new hazards posed by exposure to COVID-19 in the workplace. The risk assessment should take the Risk Assessment Guides published online by the National Department of Health into account

3. Special appointments

- a. *The employer must appoint a manager (from within the existing structure) to address the concerns of employees and workplace representatives concerning COVID 19*
- b. Appointment and training of security personnel and adequate personnel to conduct procedures of screening, isolating, conducting questionnaire and further actions required if person presents positive COVID 19 symptoms

4. Workers transport

- a. Where possible the contractors must arrange transport of their employees in line with the travel rules of not more than 70% occupancy and social distancing
- b. Where not possible to avoid the use of public transport provide employees with information on the virus and precautions to take during public transport travel:
 - i. Frequent sanitising
 - ii. Maintain social distancing (at least 2 m)
 - iii. Always wear a mask
 - iv. Coughing, sneezing safe practice and spitting
 - v. When being coughed or sneezed on, turn face away and do not touch face before hands have been sanitised
 - vi. Do not travel if experiencing symptoms of infection
 - vii. Provide employees with CIPC travel certificate



5. Security/access control/control of visitors onsite

- a. **Only 1 access point allowed** on site during the Phase lockdown period.
- b. A policy of lockdown inside site for the whole shift must be maintained which will mean that employees will not be allowed to exit and re-enter the site during working hours. This will prevent employees from bringing contaminated food or articles onto site and **will have to bring food from home**
- c. The principal contractor must enforce strict access control and no person may enter the site except those who have undergone induction training and who is listed on the employee list
- d. The only exceptions are persons who have pre-arranged official appointment which has been approved by the project construction manager. This person may not enter the site before they have passed the screening procedure (fever and questionnaire) and thereafter must be escorted by a person designated by the construction manager
- e. Biometric or any form of touch access entry is prohibited
- f. Delivery vehicle drivers must undergo and pass the full COVID 19 screening procedure or may not leave the cab of the vehicle and wear a face mask
- g. Where more than one Principal Contractor operates on site. A meeting must be held with all the Principal Contractors where an access plan must be formulated and **agreed to in writing**, which incorporates the sharing of expenses and other resources.

6. Pre-construction evaluation, screening and training

Principal contractor and contractor's pre-construction requirements:

It is critical that the principal contractor conduct the following preparatory actions before going to site. These actions must be documented and each employee must sign that he/she has undergone this screening and training and understands and procedures

- a. **Evaluation:**
 - i. Employees medical evaluation, ensuring annual medical is valid
 - ii. Screening:
 1. Fever screening
 2. **Health questionnaire** (signs and symptoms)



3. Questionnaire of travel during shut down level 4 and exposure
4. Employee practical understanding of:
 - a. the risks of the virus
 - b. how do you get contaminated?
 - c. how do you get infected?
 - d. signs and symptoms
 - e. prevention

b. Training program

It is important to understand that workers have been of site for an extended period and which requires that the principal contractor and contractors develop a full risk based induction training and awareness program, policies and procedure for COVID 19 and communicate it with management, employees and contractors which include the following:

- i. Employees responsibility to look after their own health and safety and preventing from being infected or infecting other persons
- ii. What is COVID 19
- iii. How are you infected
- iv. Explanation of symptoms and signs (ever, cough, sore throat, redness of eyes or shortness of breath or difficulty in breathing, body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness
- v. Incubation period
- vi. Explain the risk of underlying conditions, i.e.:
 1. People 60 years and older
 2. People with chronic lung disease or moderate to severe asthma
 3. People who have serious heart conditions
 4. People who are immunocompromised
 5. People with diabetes
 6. People with chronic kidney disease undergoing dialysis
 7. People with liver disease
- vi. Self-monitoring and reporting of symptoms, possible exposure or infection to company
- vii. The importance of being aware of who you have been in contact with during work and after hours to assist with tracking in case of being infected
- viii. How to self-isolate
- ix. Company COVID sick leave and Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act
- x. How to prevent infection:
 1. Correct methods of sanitising
 - f. Hands
 - g. Personal hygiene



h. **Site facilities**

2. Social distancing
 3. Not touching face
 4. The correct way to cough or sneeze
 5. Correct use, limitations of and disposal of PPE
 6. How to protect yourself and family after hours
- xi. What to do if employee is not feeling well and are presenting with the symptoms when already at the work-place or before arrival onsite include:
1. Employees
 - a. If already onsite
 - i. Immediate reporting to employer
 - ii. Social distancing and other preventative actions
 - b. When not onsite yet
 - i. Do not go to work
 - ii. Who to contact at your company?
 - iii. Relevant company contact numbers
 2. Principal contractor and contractors
 - a. Procedures and PPE required when employee presents with symptoms at the site screening and needs to be isolated and tracking of persons in contact with that employee
 - b. Procedures and care of persons who are in self isolation or being treated at hospital or COVID 19 facility
 - c. Company and employee return to work after recovery procedures
- xii. Updated company COVID 19:
1. SHE plan and risk assessment
 2. Policies
 3. PPE requirements
 4. Method statements & risk assessment
 5. Stay at home policy and sick leave
 6. Employee assistance/care program
- xiii. Include COVID awareness in every day DSTI/permit to work system
- 7. Facilities, resources and action required by principal contractor where applicable contractor onsite**



- a. Provide these employees with appropriate PPE for their tasks
- b. Prevention of employees having to come into close-proximity (Queuing or bundling together)
- c. Method/procedure of providing drinking water that cannot be contaminated with the virus
- d. Adequate and appropriate risk-based:
 - i. PPE
 - ii. Sanitising/hand washing facilities at entrance, eating areas, offices, kitchens, toilets (Foot pedal hand sanitisers is the preferable option)
 - iii. Awareness signage and posters
 - e. Procedures for sanitising site, offices, toilets, eating areas, meeting rooms communal kitchen appliances, printers and telephones
 - f. Procedures and rules to minimise exposure during:
 - i. Meetings (Alternates to close contact meetings)
 - ii. Duration and maximum number of delegates at close contact meetings
 - iii. Induction, Toolbox talk, DSTI
 - iv. Sanitising of areas, offices, boardrooms and furniture
 - v. Communal drinking facility use
 - vi. Housekeeping and garbage removal
- g. Provide an isolation area/tent/room where person can be interviewed and remain until instructions have been received from the COVID 19 control centre on next step to be taken

CORONA 24 Hour HOTLINE 0800029999

8. Required procedures, documentation development and updates

The contractor must develop new and update existing plans, policies, documentation and procedures to include COVID 19

- a. She plan and policy
- b. Company COVID 19 plans, policies, procedures and programs to include:
 - i. Prevention, exposure, infection
 - ii. Social distancing during entering and exiting site, meetings, training
 - iii. Creating different areas for and staggering start of work and lunch-times, training sessions and effective planning of required staff compliments
 - iv. Cooperation with local police, clinic, emergency services and notifying them of the project and developing beneficial relationships
 - v. Engaging with CLO and communities and establish a trust relationship by providing relevant information and possible assistance where possible



- vi. Emergencies (mass infections)
- vii. Post-infection return to work guideline, which include:
 - 1. minimum medical and practical criteria for return to work
 - 2. medical evaluation by occupational health practitioner
- viii. Employee emotional care and assistance during and post infection
- ix. Management and disposal of contaminated PPE and equipment
- x. Planning to maximise social distancing
- xi. Planning of production and progress to optimise the work-force to minimise the amount of persons onsite at one-time
- xii. Managing and disposal of biological (Virus) contaminated PPE and other personal waste
- xiii. Daily reporting to management of screening results and of persons who were isolated, taken for testing and follow-up
- xiv. Reporting of persons who have been confirmed to be infected to company management, department of labour and Health
- xv. Contact-tracing of persons who were in contact with a person who have been isolated or who has been confirmed as being infected
- xvi. Updated risk assessment to include COVID 19 hazards and risks
- xvii. Evaluation of daily screening, reporting to management and if required update procedure and training
- xviii. Company policy related to paid sick leave in terms of section 22 of the BCEA illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
- xix. Also revise the permit to work where required.

9. Procedures at start during and at end of shift

- a. Include conducting and recording information of:
 - i. Sanitisation
 - 1. At start of shift all persons must sanitise with sanitiser that contains at least 70% alcohol with foot pedal or automatic detection and spray device, no hand contact
 - 2. Site facilities, offices, boardrooms, toilets, eating areas, surfaces
 - 3. Hand and power tools, and other communal equipment to be wiped down
 - ii. Fever screening and procedure when person has fever
 - 1. Re-do fever screen and if high fever
 - a. Isolate and questionnaire
 - b. Procedure if evidence points at infection
 - c. Contact call centre and follow instructions
 - d. Also follow company procedure for reporting to management, client and authorities



10. Managing and controlling flammable hazardous chemicals

- a. The type of sanitiser used for COVID 19 must have a minimum of 70% alcohol and it is important that adequate stock is held onsite
- b. Due to its high alcohol content it poses a fire risk as well as a possible risk of being used by workers for intoxicating purposes which can lead to poisoning
- c. It is therefore particularly important to include these risks into account when the risk assessments is updated
- d. The principal contractor and contractors must ensure that they provide a flammable liquid storage facility, considering the quantities they will be storing onsite which conforms with local government fire regulations and GSR 4
- e. The storage area must be lockable and issuing and stock levels must be controlled by an appointed competent hazardous chemical substance controller
- f. Records of stock levels, issuing and usage must be updated daily and any discrepancies must be reported to management and investigated
- g. Decanting procedures must be developed which includes spillage control. Bottles into which it has been decanted into must be marked to clearly show the contents
- h. Appropriate and adequate signage must be posted
- i. Adequate Alcohol resistant foam or Carbon dioxide (CO₂) fire extinguishers must be appropriately positioned Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- j. Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- k. First aiders should be trained on the first aid measures as set out in the MSDS

11. Contractor management

It is the responsibility of the principal contractors to ensure that all contractor comply with the requirements of the addition to the original project health and safety specifications

12. Compliance monitoring and discipline

- a. Monitoring of compliance is critical to the prevention program and there may be no tolerance of non-compliance
- b. Strict appropriate disciplinary action must be instituted against employees, contractors, consultants or any person
- c. found in breach of the requirements
- d. The client will be responsible for compliance through audits and inspections and evaluation of principal contractors' reports
- e. The principal contractor must monitor compliance through inspections and COVID 19 specific audit of:
 - i. Available equipment
 - ii. Sanitiser/washing facilities



- iii. Sanitising of site facilities
- iv. Employee screening
- v. Access control
- vi. Availability of isolation facilities
- vii. Separation and procedures followed when employees present with symptoms
- viii. Continues awareness training

- ix. Recordkeeping
- x. Sub-contractor training and screening records, risk assessments and monitoring

f. Any suspected or confirmed infection or noncompliance with the COVID 19 requirements must be reported to the client health and safety agent with immediate effect

g. A written incident report must be supplied within 24 hours after the incident. If the risk assessment or procedures are required to be reviewed, same will be done within 36 hours.

13. Additional resources and recourse management

a. It is a fact that finance and budgets of active projects that were shut down due to COVID 19 have approved budgets and available capital projects that are currently running have already been allocated and approved and Therefore funds should be available from the client to pay Principal Contractors/Contractors

b. It is therefore critical that the principal contractor ensure that their payment certificates and related documents are correct and is submitted before deadline dates with their invoices. Many delays in payment from clients are due to incorrect or insufficient documentation that has been submitted late.

c. It is important to understand that the COVID 19 virus has affected all parties and cooperation will increase the probability of completing the project successful

d. It is critical that the client and principal contractor re-negotiate and discuss the project deadlines and budget and agree on solutions to the benefit of all. The impact of screening, site access, delayed delivery of long lead items due to manufacturing constraints and restrictions due to COVID19 legislation must be considered when negotiating the program and deadlines specifically.

e. Clients must not delay payment to principal contractors and principal contractors must do the same with their contractors. Delaying payments will have a snowball effect all the way down to the workers who have in some case already not received salaries or has only received partial payment

f. Businesses most do their utmost to protect the workers who are the most crucial asset of construction

g. Although SMME are businesses in their own right, many of these companies were already struggling financially before lockdown started and the principal contractor could use the assistance of the project CLO to ensure that workers are being paid and if not report it to the principal contractor.

h. Contractor must assist employees with UIF claims.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

- i. All the above requirement and information must be filtered down to the contractors onsite

“Health and safety is not negotiable”

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
 - i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date