

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

Project title:	AND		OFFICIALS		OF PARLIAMENT PARLIAMENTARY
	VILLA	AGES(24 IVION I	ino)		

Bid no:	CPTSC 24/21		
Advertising date:	26 NOVEMBER 2021	Closing date:	17 DECEMBER 2021
Closing time:	11H00 AM	Validity period:	60 days

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

	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
	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.
	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
\boxtimes	Submission of (PA-11.): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
	Submission of (PA-29): Certificate of Independent Bid Determination.
	Compliance to Local Production and Content requirements as per PA36 and Annexure C
\boxtimes	Provide proof of registration with National Treasury's Central Supplier Database (CSD) by completing the Supplier Registration Number on the PA-32 Form
	Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed)
	Use of correction fluid is prohibited (do not use any correction fluid in the document)
	Submission of DPW-16 (non-compulsory Site meeting to be held on 07/12/2021)
	Submission of Tax Compliance status pin or a copy of Tax Certificate
	Submission of (PA-40 form) Declaration of designated groups for preferential procurement.
	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 prequalification criteria will be disqualified from further evaluation.
7-2-2-2-2-1	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.
	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
TAXABINOO.	(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).
	A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.
	Completion and submission of signed DPW-09
	Valid public liability insurance cover with a minimum R5,000,000.00 / Undertaking of providing proof within one month after the appointment. Failure to submit will lead to termination of contract



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

A tenderer having stipulated minimum B-	-BBEE status level of contributor:				
│ □ □ Level 1					
│ ⊠Level 2 │ □Level 3					
Linevel 3					
☐ An EME or QSE					
A tenderer subcontracting a minimum of	30% to:				
	00,010.				
underdeveloped areas or townships ☐A co-operative which is at least 51% owne ☐An EME or QSE which is at least 51% veterans ☐An EME or QSE;	rned by black people who are youth ned by black people who are women ned by black people with disabilities o owned by black people living in rural or and by black people o owned by black people who are Military				
This bid will be evaluated according to the preferential preference point scoring system)	rocurement model in the PPPFA:				
80/20 Preference points 90/10 Preference points scoring	Either 80/20 or 90/10 Preference points				
scoring system system In case where below/above R 50 000 000 is selected, the low	scoring system				
determine the applicable preference point system. Note: Functionality will be applied as a prequalification criterion. Some requirements where after bids will be evaluated solely on the basis of the control of the basis of	uch criteria is used to establish minimum of price and preference.				
Functionality criteria:	Weighting factor:				
Functionality criteria:1	Weighting factor:				
1.Resources:					
Bidder must demonstrate adequate access to appropriate vehic transport as the sole owner, or as a Joint Venture. The compositi must consist of at least the following:	on of the fleet				
Minimum of 1 X sixteen seater and 11 X fourteen or fifteen sea Bidders must append or attach to the bid document, proof of own sixteen seater and 11 X fourteen or fifteen seater buses as the subject of Joint Venture. Proof of Vehicle Registration and Roadworthy for must be attached and clearly marked as: Vehicle 1, Vehicle 2, Venue on.	nership of 1 X sole owner, or each vehicle, 40				
The points shall be allocated as follows:					
Sufficient proof of ownership, or access to Minimum of 1 X 16 se fourteen or fifteen seater minibuses has been provided	ater and 11 X = 5				

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

Page 2 of 5
For Internal & External Use

Effective date April 2018

Version: 2.2

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



Proof of six or more completed projects provided = 5 Proof of five completed projects provided = 4 Proof of four completed projects provided = 3 Proof of three completed projects provided = 2 Proof of one or two completed projects provided = 1 3. Quality of performance One reference provided by the bidder must be able to declare the quality of performance of the bidder, by completing "BIDDER QUALITY PERFORMANCE EVALUATION FORM": The bidder will be scored as follows:	
Proof of five completed projects provided = 4 Proof of four completed projects provided = 3 Proof of three completed projects provided = 2 Proof of one or two completed projects provided = 1 3. Quality of performance One reference provided by the bidder must be able to declare the quality of performance of the bidder, by completing "BIDDER QUALITY PERFORMANCE EVALUATION FORM": The bidder will be scored as follows: Excellent service rendered = 5 Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	30
One reference provided by the bidder must be able to declare the quality of performance of the bidder, by completing "BIDDER QUALITY PERFORMANCE EVALUATION FORM": The bidder will be scored as follows: Excellent service rendered = 5 Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	
performance of the bidder, by completing "BIDDER QUALITY PERFORMANCE EVALUATION FORM": The bidder will be scored as follows: Excellent service rendered = 5 Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	******
Excellent service rendered = 5 Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	
Excellent service rendered = 5 Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	
Good service rendered = 4 Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	30
Satisfactory service rendered = 3 Average service rendered = 2 Poor service rendered = 1	
Average service rendered = 2 Poor service rendered = 1	
Note: Bidders have to score for all criteria's to qualify for further evaluation.	
Total 100	Points
100	· OIIILS
Functionality criteria: ² Weighti	ng factor:

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	Number of Points	Number of Points (80/20
Contributor	(90/10 system)	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

²The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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Page 3 of 5
For Internal & External Use

Effective date April 2018

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

COLLECTION OF BID DOCUMENTS:

	Bid documents are available for free download on e-Tender portal
	www.etenders.gov.za
\boxtimes	Alternatively; Bid documents may be collected during working hours at the following
	address Customs Building, Tender Office, Room 941.A non-refundable bid deposit
	of R 300-00 is payable, (Cash only) is required on collection of the bid documents.
	A non-compulsory pre bid meeting with representatives of the Department of Public Works will take place at Customs House Building on 07/12/2021 starting at 10:00. Venue 3 rd Floor Dome. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

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

DEPOSIT / RETURN OF BID DOCUMENTS:

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

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

All tenders must be submitted on the official forms -

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

COMPILED BY:



Ms N Ntshonga	(M. MEES)	Admin Officer	26 November 2021
Name of Project Leader	Signature	Capacity	Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR R	EQUIREMENTS OF THE	(NAME C)F DEPA	RTMENT/ PUB	LIC E	NTITY)		
BID NUMBER: CPTSC 24/21	CLOSING DATE:	17 DE					11H00	AM
TRANSPORTATIO	N OF THE LEA	RNERS	SOF				LIAME	T AND
DESCRIPTION SESSIONAL OFFICE	IALS IN THE TH	REE(3) I	PARL	IAMENTA)	RY V	/ILLAG	ES(24 M	(ONTHS)
THE SUCCESSFUL BIDDER WILL BE REQU	IRED TO FILL IN AND	SIGN A WI	RITTEN	CONTRACT FO	ORM (DPW04.1	GS or DPW	/04.2 GS).
BID RESPONSE DOCUMENTS MAY BE DEPOSITUATED AT (STREET ADDRESS)	OSITED IN THE BID BOX	(
CUSTOMS BUILDING, GROUND	FLOOR.							
LOWE HEERENGRACHT STRE	Contraction to the Contraction of the Contraction o	8000						
OR POSTED TO:								
CUSTOMS BUILDING, PRIVATE	BAX X9027.CA	PE TOW	VN.800	00				William .
				ort milit				
SUPPLIER INFORMATION								en de la com
NAME OF BIDDER								,
POSTAL ADDRESS		***************************************					*-##L	
STREET ADDRESS								
TELEPHONE NUMBER	CODE			NUMBER				
CELLPHONE NUMBER		~~~~						
FACSIMILE NUMBER	CODE			NUMBER				
E-MAIL ADDRESS								4-74
VAT REGISTRATION NUMBER				·				
	TCS PIN:		OR	CSD No:				
B-BBEE STATUS LEVEL VERIFICATION	Yes			E STATUS		Yes		
CERTIFICATE TICK ADDI ICABLE BOXI	□No			SWORN		N1_		
[TICK APPLICABLE BOX] IF YES, WHO WAS THE CERTIFICATE	NO		AFFID/	4711	Ļ	No		***************************************
ISSUED BY?								
	1 1 5 1	ITING OFF	FICER A	S CONTEMPLA	TED	IN THE CI	OSE COR	PORATION
AN ACCOUNTING OFFICER AS	ACT (CCA)	ATION	A OF NO	/ ACCREDITE	-	7\/ TUE	COUTU	AFDIOANI
CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME	ACCREDITA				ו עב	SY INE	5001H	AFRICAN
THE APPLICABLE IN THE TICK BOX	A REGISTER			(17/0)				
	NAME:							
[A B-BBEE STATUS LEVEL VERIFICATI ORDER TO QUALIFY FOR PREFERENC	ON CERTIFICATE/SV E POINTS FOR B-BB	VORN AF FF1	FIDAVI	T(FOR EMEs	& QS	Es) MUS	T BE SUB	MITTED IN
ARE YOU THE ACCREDITED	☐Yes	 □No	ARE Y	OU A FOREIGI	N .	□Yes		□No
REPRESENTATIVE IN SOUTH AFRICA			ŧ	D SUPPLIER FO				_
FOR THE GOODS /SERVICES /WORKS OFFERED?	TIE VEG ENGLOGE DE	0051	1	OODS /SERVI			ANSWER P	'ART B:3
OITERED.	[IF YES ENCLOSE PR	UUFJ	/WUR	KS OFFERED?	,	BELOW]	
SIGNATURE OF BIDDER CAPACITY UNDER WHICH THIS BID IS	***************************************	*****	DATE					
SIGNED (Attach proof of authority to sign								
this bid; e.g. resolution of directors, etc.)								
TOTAL NUMBER OF ITEMS OFFERED		***************************************		L BID PRICE (1 CABLE TAXES				
BIDDING PROCEDURE ENQUIRIES MAY BE	DIRECTED TO:	TECHN		FORMATION M		E DIRECT	ED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTA					· • ·	
CONTACT PERSON		TELEPH					1711111111	N-2.
TELEPHONE NUMBER	4400,000	FACSIN	IILE NU	MBER				



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 B CONSIDERATION.	IDS WILL NOT BE ACCEPTED FOR		
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPE	D) OR ONLINE		
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANIBUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMINFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT TO BIDDING INSTITUTION.	PLIANCE STATUS; AND BANKING		
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAM DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NO DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUB	T BE SUBMITTED WITH THE BID		
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 200 PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.			
2.				
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.) ISSUED BY SARS TO ENABLE THE		
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. I TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WY			
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 PROOF OF TCS / PIN / CSD NUMBER.	PARTY MUST SUBMIT A SEPARATE		
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER MUST BE PROVIDED,	DATABASE (CSD), A CSD NUMBER		
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO		
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	 ☐ YES ☐ NO		
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	 ☐ YES ☐ NO		
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO		
F THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				

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

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as <u>a firm and final offer</u>.
- 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 <u>full</u> 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.

conter	ition.			
Project title:			THE LEARNERS OF MEMI CIALS IN THE THREE(3) PA)	
Bid no:		CPTSC04/21	Reference no:	
The fol	lowing particulars n	nust be furnished. In the ca	se of a joint venture, separa	te declarations in respect of
each p	artner must be com	pleted and submitted.		
1. CII	DB REGISTRATIO	N NUMBER (if applicable)		
2	Any logal nargen	including and an including	d by the Ctate1, as seemed	
2.	employed by the invitation to bid (i view of possible a persons employed bidder or his/ha	state, including a blood reincludes a price quotation, allegations of favouritism, d by the state, or to personater authorised represent	lationship, may make an of advertised competitive bid should the resulting bid, or s connected with or related t	naving a kinship with persons ffer or offers in terms of this , limited bid or proposal). In part thereof, be awarded to o them, it is required that the sition in relation to the erest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative:
3.2	Identity number:
3.3	Position occupied in the Company (director, trustees, shareholder ² 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.

	public works
0	Department: Public Works REPUBLIC OF SOUTH AFRICA

1 "Stat	re" 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 "Shai	reholder" 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?
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?
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?
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



Declaration of interest and bidder's past Supply Chain Management practices: PA-11

	evaluation and or ac		mployed by the state who m s bid?	ay be invo	olved with the YES NO
3.10.1	If so, furnish particu	ılars.			
	************************		••••••		••••••
				• • • • • • • • • • • • • • • • • • • •	
3.11	•		s/shareholders/ members of t whether or not they are bide	*	•
3.11.1	If so, furnish particula	ars:			
4. Ful	ll details of directors /	trustees / memb	oers / shareholders.		•••••
Full N	ame	Identity Number	Personal Tax Reference Number		mployee er / Persal er

	- Additional des P.				
	1.110				
	, 414/			***************************************	
•					
	memorate at .				
	CLARATION OF TEN	NDERER / BIDI	DER'S PAST SUPPLY CH	AIN MAN	AGEMENT
5.1			tors listed on the National rsons prohibited from doing		
	business with the public sector?				│
	(Companies or pers informed in writing			Yes	
	Treasury after the a				

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 3 of 4 Version: 1.3

For External Use

Effective date April 2018

Declaration of interest and bidder's past Supply Chain Management practices: PA-11

5.2	If so, furnish particulars:					
5.3	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)? 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.					
5.4	If so, furnish pa		number (012) 3203443	.		
5.5	law (including a or corruption du	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?				
5.6	If so, furnish pa	rticulars:				
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform Yes \Boxes \textbf{No}					
5.8	on or comply with the contract? If so, furnish particulars:					
6. CE	RTIFICATION					
I the u	undersigned (full	name)	certify that the	e informatio	n furnished	
this de	eclaration form is	true and correct.				
I acce	ept that, in additio	n to cancellation of a contr	ract, action may be take	en against m	e should thi	
	ration prove to be		····, ·····			
		Association in the Control of the Co				
Nan	ne of Tenderer /	Signature	Date	Posi	tion	

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	y correct full name and registration number, if applic	able, of the Enterprise)			
Held	at	(place)			
on _		(date)			
RESC	OLVED that:				
1. T	he Enterprise submits a Bid / Tender to the	e Department of Public Works in r	espect of the following project:		
(p	project description as per Bid / Tender Document)				
В	lid / Tender Number:	(Bid / Tender f	Number as per Bid / Tender Document)		
2. *1	Mr/Mrs/Ms:				
ir	n *his/her Capacity as:		(Position in the Enterprise)		
а	nd who will sign as follows:				
c a	e, and is hereby, authorised to sign the orrespondence in connection with and reliny and all documentation, resulting from bove.	ating to the Bid / Tender, as we	ll as to sign any Contract, and		
	Name	Capacity	Signature		
1			****		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					



15		
16		
17	***************************************	
18		
19		
20	AMA-011	

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					
~					, stead	*****

Effective date April 2012



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

(Legally correct full name and registration number, if applicable, of the Enterprise) Held at	RE	RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:					
Held at							
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:	(Le	(Legally correct full name and registration number, if applicable, of the Enter	prise)				
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:	He	Held at	(place)				
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:	on	on	(date)				
(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:	RE	RESOLVED that:					
to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number:	1.	The Enterprise submits a Bid /Tender, in consortium/Joint \	√enture with the following Enterprises:				
to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number:		(I ist all the legally correct full names and registration numbers, if applie	able of the Enterprises forming the Consortium/ laint				
(Project description as per Bid /Tender Document) Bid / Tender Number:		Venture)	able, of the Emerprises forming the Consortainisons				
Bid / Tender Number:		to the Department of Public Works in respect of the follow	to the Department of Public Works in respect of the following project:				
 in *his/her Capacity as:		(Project description as per Bid /Tender Document)					
in *his/her Capacity as:		Bid / Tender Number:	(Bid / Tender Number as per Bid / Tender Document)				
 and who will sign as follows:	2.	2. *Mr/Mrs/Ms:					
 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: 		in *his/her Capacity as:	(Position in the Enterprise)				
 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. 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. 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: 		and who will sign as follows:					
 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: 		item 1 above, and any and all other documents and/or of	correspondence in connection with and relating				
agreement and the Contract with the Department in respect of the project under item 1 above:	3.	fulfilment of the obligations of the joint venture deriving from	n, and in any way connected with, the Contract to				
Physical address:	4.						
		Physical address:					
			<u> </u>				
(code)							



Resolution of Board of Directors to enter into Consortia or Joint Ventures: PA-15.2

	Name	Capacity	Signature
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4			3000
5			
6	***************************************		
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB: This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.

Fax number:

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

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

Page 2 of 2

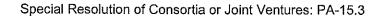
For external use Effective date April 2012 Version: 1.2



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) **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.
Э.	The Enterprises choose as the <i>domicilium citandi et executandi</i> 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
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2			,
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4			1916
5		***************************************	***************************************
6			
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9			1 00000
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.
- NB: This resolution must 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.

 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).



PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the ... **Select Points** system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1 PRICE Select Price Points

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Select B-BBEE Level

Total points for Price and B-BBEE must not exceed

100

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.
- 1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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

Page 1 of 6
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Effective date 20 September 2021

Version: 2021/01



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

2. DEFINITIONS

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



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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

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

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

B-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

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

6. BID DECLARATION

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



7.		-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN 1 1.2 AND 5.1	TERMS OF	PARAGRA	\PHS
7.1	В-В	BEE Status Level of Contribution: =	(maximum c	of 10 or 20 p	oints)
	para	nts claimed in respect of paragraph 7.1 must be in accordance graph 5.1 and must be substantiated by means of a B-BE ication Agency accredited by SANAS or Sworn Affidavit for EM	BEE certifica	ite issued	
8	รบ	B-CONTRACTING (relates to 5.5)			
8.1	Wil	I any portion of the contract be sub-contracted? YES / NO (de	elete which is	not applic	able)
8.1.1	If ye: (i)	s, indicate: what percentage of the contract will be subcontracted?			%
	(ii)	the name of the sub-contractor?		•••••	
	(iii)	the B-BBEE status level of the sub-contractor?		•••••	
	(iv)	whether the sub-contractor is an EME/ a QSE YES / NO (de	elete which is	not applic	able)
De	sign	ated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √	
Blac	k ped	The state of the s			1
Blac	k ped	pple who are youth			
		pple who are women]
		pple with disabilities			
		pple living in rural or underdeveloped areas or townships			_
		ive owned by black people			_
Blac	к рес	ople who are military veterans			4
Anv		OR			-
	QSE		-		-
9		CLARATION WITH REGARD TO COMPANY/FIRM		v + 100	J
9.1		me of company/firm			
9.2	VA ⁻	T registration number		••••••	
9.3	Cor	mpany registration number		······	
9.4	Par One Clo Cor	PE OF COMPANY/ FIRM Inership/Joint Venture / Consortium person business/sole propriety se corporation mpany /) Limited			
		I I I I I I I I I I I I I I I I I I I			



[TICK 9.5	APPLICAB DESCR] RINCIPAL BUSINESS ACTIVIT	TIES
9.6	Manufa Supplie Profess	ANY Cl cturer r ional s ervice	ASSIFICATION ervice provider providers, e.g. transporter, etc.	
9.7	Total nu	ımber (of years the company/firm has	been in business?
9.8	certify t paragra	hat the iph 7 o	points claimed, based on the	orised to do so on behalf of the company/firm, B-BBE status level of contribution indicated in orn Affidavit, qualifies the company/ firm for the that:
	(i) (ii) (iii) (iv)	The indic In the parages satisfied the frauction	ated in paragraph 1 of this form a event of a contract being award graph 7, the contractor may be faction of the purchaser that the B-BBEE status level of contract basis or any of the contract may, in addition to any or Disqualify the person from the Recover costs, losses or day that person's conduct; Cancel the contract and claim of having to make less favour estrict the bidder or contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders and directors where the paragraph of several contract shareholders are contracted by the paragraph of several contracted shareholders are contracted by the paragraph of several contracted shareholders are contracted by the paragraph of several contracted by the paragraph of several contracted shareholders are contracted by the paragraph of several contracted shareholders are contracted by the paragraph of several contracted by the paragraph of several contracted shareholders are contracted by the paragraph of several contracted shareholders are contracted by th	in accordance with the General Conditions as a result of points claimed as shown in a required to furnish documentary proof to the e claims are correct; tribution has been claimed or obtained on a ditions of contract have not been fulfilled, the ther remedy it may have — The bidding process; the bidding process; the many damages which it has suffered as a result of the arrangements due to such cancellation; for, its shareholders and directors, or only the who acted on a fraudulent basis, from obtaining state for a period not exceeding 10 years, after ar the other side) rule has been applied; and
	WITN	ESSE	S:	
1.	•••••			
2.	•••••	•••••		SIGNATURE(S) OF BIDDER(S)
DATE	Ē:		ADDRESS:	



PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	TRANSPORTATION OF THE LEARNERS OF MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS IN THE THREE(3) PARLIAMENTARY VILLAGES(24 MONTHS)
Bid no:	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 *per 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.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

[, 1	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:
Ιc	ertify, 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.
- 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 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.

	-y		
Name of Bidder	Signature	Date	Position

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.

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

Page 3 of 3
For External Use

Effective date 20 September 2021

Version: 1.1



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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Name of Tenderer	Name of Tenderer					EME' QSE' [□ EME¹ □ QSE² □ Non EME/QSE (tick applicable box)	icable box)
1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS	SHAREHOLD		BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	R, CITIZENSHIP A	AND DESIGNATE	D GROUPS.	
Name and Surname. #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
÷		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No		☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	ON 🗌 Sex 🗎		☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	□R □ UD □ T □ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	No □ Yes □		☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No		☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R□UD□T□U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R□UD□T□U	☐ Yes ☐ No
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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



Tender no:

2. DECLARATION:

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

- The information and particulars contained in this Affidavit are true and correct in all respects;
- 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; N
- 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 က
- 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; 4
 - 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

S

	Date
	Signature
olgiled by tile refluelei	Name of representative



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

Project title:	TRANSPORTATION OF THE LEARNERS OF MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS IN THE THREE(3) PARLIAMENTARY VILLAGES(24 MONTHS)	WBERS OF PARLIAMENT AND SESSIC	NAL OFFICIALS IN THE THREE(3)
Tender / quotation no:	CPTSC 24/21	Closing date:	17 DECEMBER 2021
Advertising date:	26 NOVEMBER 2021	Validity period:	60 days

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

PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

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Pro	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-	Contractual completion	Current percentage
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ပ	1.2. Completed projects	The state of the s	annum ann ann ann ann ann ann ann ann ann an				
ects) yea	Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence- ment date	Contractual completion date	Date of Certificate of Practical Completion
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	Date	
AND	Signature	
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Bidder Reliability and Quality Performance Evaluation Report

	Bidders Name:		•	alue: R	
	Project Title:	•••••	Period:	• • • • • • • • • • • • • • • • • • • •	
	Brief description of work done by bid				••••••••••••
	Will Require References and pose the	following ques	stions:		•••••••••••••••••••••••••••••••••••••••
	CATEGORY	EXCELLENT	GOOD	SASTISFACTORY	POOR
1)	Proven excellent reliability, quality of service, valid road worthy certificates for all vehicles and excellent breakdown management.				
2)	Proven good reliability, quality of service, valid roadworthy certificates for all vehicles and good breakdown management		:		
3)	Proven satisfactory reliability, quality of service, valid roadworthy certificates for all vehicles and satisfactory breakdown management				
4)	Proven average reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management		The state of the s		
5)	Proven poor reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				
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Bidder Reliability and Quality Performance Evaluation Report

	Bidders Name:	*************	Project Va	ılue: R	*****************
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	Brief description of work done by bid	der:			
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1)	Proven excellent reliability, quality of				
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	management.				
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•	valid roadworthy certificates for all vehicles				
	and good breakdown management				
3)	Proven satisfactory reliability, quality of				
	service, valid roadworthy certificates for all				
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	management	***************************************			
4)	Proven average reliability, quality of				
	service, valid roadworthy certificates for all				
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Bidder Reliability and Quality Performance Evaluation Report

	Bidders Name:	************	Project Va	ilue: R	***************************************
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	Will Require References and pose the	following ques	tions:		
	CATEGORY	EXCELLENT	GOOD	SASTISFACTORY	POOR
1)	Proven excellent reliability, quality of service, valid road worthy certificates for all vehicles and excellent breakdown management.				
2)	Proven good reliability, quality of service, valid roadworthy certificates for all vehicles and good breakdown management				
3)	Proven satisfactory reliability, quality of service, valid roadworthy certificates for all vehicles and satisfactory breakdown management				
4)	Proven average reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				
5)	Proven poor reliability, quality of service, valid roadworthy certificates for all vehicles and poor breakdown management				
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					EMPLOYER STAMP

REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE (NDPWI)

SPECIFICATION FOR THE TRANSPORTATION OF THE LEARNERS OF MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS (24 MONTHS)

CONSISTS OF:

PART A: CONDITIONS OF CONTRACT

PART B: SCHEDULES

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

NOVEMBER 2021

REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

PART A

CONDITIONS OF CONTRACT

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

1. SCOPE OF CONTRACT

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

2. **REQUIRED VEHICLES**

The bidder requires one 16 seater and eleven 14 or 15 seater vehicles to execute the service. It will be mandatory to the winning bidder, that his vehicles must be fitted with tracking system to which the Department will have access, for better management and monitoring of the service.

3. VALUE ADDED TAX (VAT)

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

4. CONTRACT PRICE ADJUSTMENTS

The rates tendered for shall remain fixed for the duration of the contract.

5. **THE TENDER**

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

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

6. DOCUMENTS IN ADDITION TO THE CONDITIONS OF THE CONTRACT

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

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

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

7. CONTRACT PERIOD

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

8. MANAGEMENT

The Contractor shall undertake to:

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

9. **EXECUTION OF SERVICE**

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

10. CONTRACTOR'S STAFF BEHAVIOUR

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

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

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

11. **OPERATORS**

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

12. ACCESS CARDS TO SECURITY AREAS

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

13. SECURITY CHECK ON PERSONNEL

13.1 The Department or the Commissioner of the SA Police Services may require the Service Provider to have his personnel vetted.

All costs arising from obtaining such security check shall be borne by the contractor.

14. **LETTER OF APPOINTMENT**

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

15. **EMERGENCY SERVICES**

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

16. **INVOICES**

16.1 Original invoices shall be submitted for payment purposes. No copies of invoices will be accepted for payment.

- 16.2 Failure to comply with the above will result to non-payment.
- 16.3 The bidder will only be paid for services rendered and authorised by the Regional Manager / Parks Management.
- 16.4 A logbook for each vehicle shall be kept and maintained daily. Each logbook must reflect at least the following entries: Vehicle Registration No, Driver's Name, Date, Opening Kilometres, Closing Kilometres, name of the route, Number of learners, etc
- 16.5 Payment shall only be made upon submission of an invoice that is accompanied by logbooks that can be validated by a representative of the DPWI.

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

17. VARIATIONS TO THE CONTRACT

Should the transportation of the Learners of Parliamentarians and Sessional Officials from Acacia Park, Laboria Park and Pelican Park Parliamentary Villages not be required for any reason during the duration of this contract, the service provider will not be entitled to any claim/ compensation.

Secondly, should the number of learners in a particular route decrease so much that it becomes not financially viable to use a minibus, the winning bidder shall be requested to replace the minibus with a smaller vehicle of a seven seater or sedan (whichever is suitable). This will be done to protect the interest of the Department of Public Works. The bidder shall complete the schedule of quantities 13, for route 8. This price is a "rate only" and may not be added to the total or summary of schedules.

18. MATTERS RELATING TO BUSSES

- 18.1 All vehicles and busses shall be registered in the name of the bidder and proof of such registration shall be submitted to the National Department of Public Work & Infrastructure (NDPWI) together with the contract documents. If a bidder has a long term lease for the vehicles and buses, such contract must be provided to the Department.
- 18.2 The vehicles shall at all times during the term of the contract be maintained in a roadworthy condition. The successful bidder shall subject the vehicles to a roadworthy test at a centre designated by the NDPWI or Provincial Authorities within fourteen (14) days after the approval of the tender. The cost incurred for the testing of the vehicles shall be borne by the service provider. Prior to the award of the tender, the Department: Public Works shall conduct an inspection to all the vehicles to ensure that they are fit for purpose, as part of the evaluation process.

19. **PICK UP HOURS**

Hours for Mondays to Fridays: 06H00 to 18H30

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

- 21. Only the maximum approved number of passengers for which the vehicle is licensed and for which it has a clearance certificate may be transported in the bus. No passenger is to be permitted to stand in the vehicle.
- 22. The bidder may not under any circumstances transport one part of a group and then another in the same vehicle at different times. This condition must be strictly adhered to.
- 23. The vehicles that are used to transport passengers must at all times be in a roadworthy condition. Failure to comply will be considered as breach of contract. If any vehicle is found not to be in roadworthy condition, the bidder will at his cost provide or arrange for suitable alternative transport until such time that the vehicle is repaired and in a roadworthy condition.
- 24. Should the bidder refuse to remove the un-roadworthy vehicle from service for repairs or make alternative acceptable arrangements, the Department reserves the right to arrange for alternative means and to recover the cost from the bidder.
- 25. Duties and responsibilities of the contractor.
 - (a) To see that the necessary number of vehicles are available to transport the number of passengers.
 - (b) That if he/she neglects to pick up passengers in the mornings and afternoons at the agreed time schedule, using non-roadworthy vehicles that will be considered as breach of contract.
 - (c) To ensure that the vehicles stops at all agreed bus stops on the route(s) and that passengers will have enough time to enter and exit the bus.
 - (d) The contractor shall acquaint himself or herself with all the bus routes.
 - (e) A written notification not shorter than 3 (three) calendar months must be provided to the Department tender's intentions to have the contract or any portion thereof ceded, transferred or sub-contracted to any other person. Such notification must reach the Regional Manager, Department of Public Works within seven (7) days of it being posted. The notification must also have attached to it the written agreement of the third party to whom the contract has been ceded, transferred or sub-contracted to, wherein he or she agrees to keep by all the contract conditions and prices. The contract may, however, not be ceded, transferred or sub-contracted without the Departmental Bid Committee approval.
 - (f) Except for the ruling made in paragraph (e) of these conditions, the bidder may not make use of hired or loan vehicles for whatever reason, or any other party in the execution of his / her duties according to contract without the written consent of the Departmental Bid Committee.
- 26. The vehicles and the driver(s) must comply with the National Road Traffic Act, No. 93 of 1996 and the National Land Transport Act, No 5 of 2009 as amended and

proof of insurance coverage of the transportation. Such Proof of this must accompany this tender. Failure to comply with this instruction will render the tender invalid.

- 27. The Department accepts no responsibility for any claims that might arise from the contract due to possible accidents resulting from the transportation of passengers. For this reason, the successful bidder must comply with all the relevant conditions as referred to in paragraph 26 above as well as acquire the adequate insurance coverage against any possible claims. Evidence of this must be submitted at commencement of the contract and any renewals or changes of such coverage must be reported to the Department.
- 28. All buses must be kept neat, clean and hygienic at all times (penalties will apply).
- 29. All COVID-19 protocols to be observed at all times when transporting learners to and from the Parliamentary Villages.
- 30. All vehicles to be sanitised daily before collecting passengers.
- 31. Hand sanitiser to be provided in all vehicles for use by passengers embarking the vehicles.
- 32. Hand held temperature scanners to be provided by the service provider to screen passengers embarking the vehicles.

33. ADDITIONAL TRIPS

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

34. <u>UNCERTAINTY ABOUT SCOPE</u>

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

SPECIAL CONDITIONS

- 1. A time schedule will be supplied to the successful Bidder, together with the list of learners to be transported, information of schools and addresses for collection.
- Vehicles used for the purposes of this contract are to be roadworthy and in an impeccable condition, both mechanically and aesthetically at all times and are to comply with provincial and municipal regulations. Vehicles leaking oil are not permitted to enter the Parliamentary Villages. If any damages are caused due to discrepancies arising from what is stated in this clause the service provider will be held solely responsible.
- 3. Bidders are required to indicate which arrangements they intend to make in the event of breakdowns or should more buses be required. The Department will not be held liable for any costs or expenditure that may arise from such arrangements, except for additional vehicles supplied on request by the Department. Details to be furnished separately.
- 4. Bidders are responsible for obtaining the necessary operating licences/permits from Chief Directorate Road Transport (Department of Transport).
- 5. The documents must be completed in full, uncompleted documents will render the bid non-responsive.
- 6. Bidders to ensure that the vehicles transporting learners/scholars are not overloaded.
- 7. Bidders to ensure that all vehicles to be used to transport learners/scholars have comprehensive insurance cover, i.e. passenger liability.
- Bidders to ensure that passengers are loaded, off loaded to designated stops. No passengers will be off loaded or loaded at unspecified stops.
- 9. Certified copies of the drivers PDP's licences must be included in the bid.
- 10. Certified copy of organisation where the company affiliates must be submitted with the bid *(if applicable).*
- 11. Proof of registration that busses are registered in the name of the bidder must be submitted, a bidder who has a long term lease agreement will be required to provide the contract. Failure will render the bid non-responsive.
- 12. The Department will introduce penalties for poor performance in conjunction with paragraph 9.3.
- 13. The successful bidder shall not be entitled to additional monies paid should the specific routes change when additional schools are added to the existing route.
- 14. A penalty of R1000 shall be imposed if the service provider has failed to rectify either one or more of the non-compliances with the conditions of the tender, after being notified in writing and was afforded seven days to rectify such non-compliance. Such penalty will be recorded, communicated to the service provider and will be deducted from the invoice that is due. Repeat non compliances that seem to accumulate and are material shall result in the Department having no other option but to cancel a contract.

PART B

SCHEDULES

PREAMBLE TO THE SCHEDULE OF QUANTITIES

- 1 The Schedule of Quantities shall be read in conjunction with the Notice to Tenderers, Conditions of Contract and Special Conditions of Contract.
- 2 The Schedule of Quantities consist of items covering the Contractor's profit and cost of general liabilities.
 - Although the tenderer is at liberty to insert a rate of his or her own choice for each item in the Schedule, It should be noted that the Contractor is entitled under various circumstances to payment for additional services rendered and that the Department will base their assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
- 3 The unit prices inserted in the Schedule of Quantities shall be regarded as correct and any calculation errors may be referred to the Bid Committee. The corrected Tender Price will be used in the adjudication of the tenders and will form the Contract Sum.
- 4 An amount or rate shall be entered against each item in the Schedule of Quantities. An item against which no amount or rate is entered or where it has been indicated that full compensation for such item has been included in another item, that item will be considered to have a rate of nil. Grouping of a number of items together and tendering of one Lump Sum for such a group of items will not be permitted and may lead to rejection of the tender.
- 5 The bidder shall enter a rate or lump sum for each item in the Schedule of Quantities in BLACK INK. Documents corrected by fluid (Tippex) will render the tender document invalid.
- 6 The quantities reflected in the Schedule of Quantities are provisional and do not necessarily reflect the actual number of trips that will ultimately be required. All rates shall be in South African currency.
- 7 The bidder must, when submitting his/her tender deliver proof that he/she has (possesses) the necessary bus(es) or will be able to transport the maximum number of passengers as indicated in the relevant category.
- 8 For the purposes of this tender, the word "trip" shall mean a distance driven by a vehicle from a point of origin to a school and back. The number of trips may vary, depending on the following:
 - Directives from the Department of Basic Education;
 - o Number of school and public holidays in a year;
 - o Determinations by Disaster Management Act

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT	
1.0	Transportation of the learners of Parliamentarians and Sessional Officials to and from Acacia Park to Sea Point, Gardens Commercial, Cape Town High, Cape College, St Mary's, Trafalgar High, Harold Cressy High, Good Hope High.					Avanta
1.1	(See Annexure A/ Route 1) at back of schedule for a more detailed description of service required)					Prisoner.
1.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips			WENDAMINE THE ROOTS

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
2.0	Transportation of learners of Parliamentarians and Sessional Officials to and from Acacia Park to Goodwood area, Goodwood Primary school, Koos Sadie Primary school, JG Meiring, Fairbairn College, Emmanual Academy and Kings School				
2.1	(See Annexure B / Route 2) at back of schedule for a more detailed description of service required)				
2.2	Normal Hours 16 Seater Bus	01 Bus	+/- 320 trips		

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
3.0	Transport of the learners of Parliamentarians and Sessional Officials to and from: Acacia Park to Monte Vista, Bothasig, Edgemead and Tableview				
3.1	(See Annexure C/Route 3) at back of schedule for a more detailed description of service required)				
3.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips		

ITEM	DESCRIPTION	UNIT	QUANTITIY/ TRIPS	RATE	AMOUNT	
4.0	Transport of the pupils of Parliamentarians and Sessional Officials to and from Acacia Park to Parow, Bellville and Durbanville.					
4.1	(See Annexure D/Route 4 at back of schedule for a more detailed description of service required)					
4.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips			

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT	
5.0	Transport of the learners of Parliamentarians and Sessional Officials to and from: Acacia Park to Pinelands, Maitland, Langa and Athlone schools.					THE THE PROPERTY OF THE PROPER
5.1	See Annexure I/Route 5 at back of Schedule for a more detailed description of service required):					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips			
			,			

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT	
6.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Laboria Park to Acacia Park: Schools include: Acacia Park Primary school, Koeberg Primary school and Durbanville.					
6.1	See Annexure E/Route 6 at back of schedule for a more detailed description of service required)					
6.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips			

	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT	
7.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Laboria Park to Cape Town schools including Oude Molen, Goodhope High, Cape Town High, Gardens High, St Mary's Primary, Prestwich Primary, Sea Point High, St Joseph's High, Rondebosch, Gardens Commercial High & Greenpoint.					
7.1	See Annexure F/Route 7 at back of Schedule for a more detailed description of service required):					
7.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips			

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
8.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Laboria Park to Wynberg, Mowbray, Rondebosch & Diepriver. Schools include: Wynberg High, Golden Groove, St Joseph's & Rustenburg High, Vera, Reddam House.				
8.1	See Annexure G/Route 8 at back of Schedule for a more detailed description of service required):	01 Bus	+/- 320 trips		
8.2	Normal Hours 14 Seater Bus				

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT	
9.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Pelican Park to Zeekoeivlei area: Schools include: Ferndale Primary, Pelican Park Primary, Pelican Park High, Buck Road Primary, Zeekoeivlei Primary.					
9.1	See Annexure J/Route 9 at back of Schedule for a more detailed description of service required):					
9.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trip			

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
10.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Pelican Park to Claremont and Wynberg. Schools include Abbots College, Rosebank College, Westlake, Thornton College and Cape Town				
10.1	See Annexure K/Route 10 at back of Schedule for a more detailed description of service required):				
10.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips		
1000					

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
11.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Pelican Park to Acacia Park, Parow. Schools include Acacia Park Primary, Settlers School, N1 City, Kings School and Bellville.				
11.1	See Annexure L/Route 11 at back of Schedule for a more detailed description of service required):				
11.2	Normal Hours 14 Seater Bus	01 Bus	+/- 320 trips		

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE	AMOUNT
12.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Pelican Park to Athlone. Schools include Ned Doman high, Thandokhulu High, ST Josephs Marist College and Rondebosch				
12.1	See Annexure M/Route 12 at back of Schedule for a more detailed description of service required):				
12.2	Normal Hours 14 Seater Bus	01 Bus	+/-320 trips		

SCHEDULE OF QUANTITIES (RATE ONLY, DO NOT ADD IT TO SUMMAY OF SECTIONS)

ITEM	DESCRIPTION	UNIT	QUANTITY/ TRIPS	RATE ONLY	AMOUNT
13.0	Transport of the learners of Parliamentarians and Sessional Officials to and from Laboria Park to Wynberg, Mowbray, Rondebosch & Diepriver. Schools include: Wynberg High, Golden Groove, St Joseph's & Rustenburg High, Vera, Reddam House.				
13.1	See Annexure G/Route 8 at back of Schedule for a more detailed description of service required):				
13.2	Normal Hours Seven seater vehicle	01 seven seater vehicle	+/-320 trips		

SUMMARY TO SCHEDULE OF QUANTITIES

TOTAL OF SCHEDULES (ITEMS 1 TO 12)								**********								
PLUS VAT													<u>R</u>			
TOTAL(Carried	to	Tender	Form	PA	32)	Failure	to	do	so	will	lead	to	the	bidder	non-com	oliant
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Signed on b	eha	lf of:														
CONTRACT	OR	: (Pleas	e Prin	t)												
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TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Acacia Park Parliamentary Village

To:

Sea Point / Cape Town

District:

Cape Town

Return distance of route to and from Acacia Park Parliamentary Village to Cape Town, Sea Point, etc:50 kilometres

Estimated number of passengers to be transported on this route: 14

Transportation of the learners of Parliamentarians and Sessional Officials to and from Acacia Park to Sea Point, Gardens Commercial, Cape Town High, Cape College, St Mary's, Trafalgar High, Harold Cressy High, Good Hope High.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Acacia Park Parliamentary Village

To: Goodwood

District: Goodwood

Return distance of route to and from Acacia Park Parliamentary Village to various schools: 20 kilometres

Estimated number of passengers to be transported on this route : \pm 16

Transportation of learners of Parliamentarians and Sessional Officials to and from Acacia Park to Goodwood area, Goodwood Primary school, Koos Sadie Primary school, JG Meiring, Fairbairn College, Emmanual Academy and Kings School

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Acacia Park Village

To:

Monte Vista / Parow

District:

Bellville

Return distance of route to and from Acacia Park Parliamentary Village to Bellville: 60 kilometres

Estimated number of passengers to be transported on this route: 14

Transportation of the learners of Parliamentarians and Sessional Officials to and from Acacia Park to Parow, Bellville and Durbanville.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Acacia Park Parliamentary Village

To: Tableview

District: Tableview

Return distance of route to and from Acacia Parliamentary Village to Edgemead, Century City, Milnerton and Tableview: 40 kilometres

Estimated number of passengers to be transported on this route: 14

Transportation of learners of Parliamentarians and Sessional Officials to and from **Acacia Park** to Monte Vista, Bothasig, Edgemead and Tableview

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Acacia Park Parliamentary Village

To: Athlone

District: Athlone

Return distance of route to and from Acacia Parliamentary Village to Acacia Park area: 40 kilometres

Estimated number of passengers to be transported on this route: 14

Transportation of learners of Parliamentarians and Sessional Officials to and from Acacia Park to Pinelands, Maitland, Langa and Athlone schools.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Laboria Park Parliamentary Village

To: Goodwood area

District: Goodwood

Return distance of route to and from **Laboria Park** Parliamentary Village to Acacia Park Primary school, Kings school. 50 kilometres.

Estimated number of passengers to be transported on this route: ±14

Transport of learners of Parliamentarians and Sessional Officials from Laboria Park to and from Acacia Park: Schools include: Acacia Park Primary school, Koeberg Primary school and Durbanville.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Laboria Park Parliamentary Village

To: Cape Town

District: Cape Town

Return distance of route from Laboria Park Parliamentary Village to Cape Town: 70 kilometres.

Estimated number of passengers to be transported on this route: ± 14 .

Transportation of learners of Parliamentarians and Sessional Officials to and from Laboria Park to Cape Town schools including Oude Molen, Goodhope High, Cape Town High, Gardens High, St Mary's Primary, Prestwich Primary, Sea Point High, St Joseph's High, Rondebosch, Gardens Commercial High & Greenpoint.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From: Laboria Park Parliamentary Village

To: Wynberg, Mowbray, Rondebosch & Diep River

District: Cape Town

Return distance of route to and from Pelican Park Parliamentary Village to Cape town: 50 kilometres.

Estimated number of passengers to be transported on this route: ± 14

Transportation of learners of Parliamentarians and Sessional Officials to and from Laboria Park to to Wynberg, Mowbray, Rondebosch & Diepriver. Schools include: Wynberg High, Golden Groove, St Joseph's & Rustenburg High, Vera, Reddam House.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Pelican Park Parliamentary Village

To:

Cape Town / Sea Point

District:

Cape Town

Return distance of route to and from Pelican Park Parliamentary Village to Cape town: 70 kilometres.

Estimated number of passengers to be transported on this route: ± 14

Transportation of learners of Parliamentarians and Sessional Officials to and from Pelican Park to Cape Town, Good Hope High, Cape Town High, Gardens High, St Mary's Primary, Prestwich Primary, Sea Point High, St Joseph's High, Walmer Estate and Gardens Commercial High.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Pelican Park Parliamentary Village

To:

Zeekoeivlei area

District:

Cape Town

Return distance of route to and from Pelican Park Parliamentary Village to Zeekoeivlei area: 20 kilometres

Estimated number of passengers to be transported on this route: ± 14

Transport of learners of Parliamentarians and Sessional Officials from Pelican Park to and from Zeekoeivlei area: Schools include: Ferndale Primary, Pelican Park Primary, Pelican Park High, Buck Road Primary, Zeekoevlei Primary.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Pelican Park Parliamentary Village

To:

Acacia Park, Parow

District:

Goodwood

Return distance of route to and from Pelican Park Parliamentary Village to various schools: 60 kilometres

Estimated number of passengers to be transported on this route: ± 14

Transportation of learners of Parliamentarians and Sessional Officials to and from Pelican Park to Acacia Park, Parow. Schools include Acacia Park Primary, Settlers School, N1 City, Kings School and Bellville.

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

TRANSPORTATION OF THE LEARNERS OF PARLIAMENTARIANS AND SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From:

Pelican Park Parliamentary Village

To:

Athlone

District:

Athlone

Return distance of route to and from Pelican Park Parliamentary Village to Athlone: 40 kilometres

Estimated number of passengers to be transported on this route: ± 14

Transportation of learners of Parliamentarians and Sessional Officials to and from Pelican Park to Transport of the learners of Parliamentarians and Sessional Officials from **Pelican Park** to Ned Doman high, Thandokhuulu High, St Josephs Marist College.

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

DECLARATION

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

PARTICULARS OF TENDERERS

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

REGISTRATION NO.	SIZE OF BUS SEATS	ROADWORTHY CERTIFICATE NO.
***************************************	***************************************	
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•	The buses can be inspected at the following address:

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

CONTRACT NO.	NAME OF TOWN/ CITY/AREA FROM WHERE PASSENGERS ARE TRANSPORTED	NAME OF COMPANY/COMPLEXES TO WHERE PASSENGERS ARE TRANSPORTED	NUMBER OF PASSENGERS CURRENTLY TRANSPORTED					
	***************************************	***************************************	*******************					
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6. Indicate where buses will be parked during school hours after learners have been off loaded. Provide full particulars.								

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