

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

Tender no: PES01/2022

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PORT ELIZABETH: EBEN DONGES BUILDING, HARROWER WORKSHOP & 38 KING STREET, EAST LONDON:
PROVISION OF SECURITY GUARDING SERVICES FOR A PERIOD OF TWO YEARS (WITH AN OPTION TO RENEW FOR FURTHER TWO PERIODS OF ONE YEAR).

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

Name of representative	Signature	Date

Tender no:

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

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

SECURITY OFFERED:

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

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes No

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

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

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The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

Tender no: PES01/2022

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *description of works*

Project title:	PORT ELIZABETH: EBEN DONGES BUILDING, HARROWER WORKSHOP & 38 KING STREET, EAST LONDON: PROVISION OF SECURITY GUARDING SERVICES FOR A PERIOD OF TWO YEARS (WITH AN OPTION TO RENEW FOR FURTHER TWO PERIODS OF ONE YEAR).
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Bid no:	PES01/2022		
Advertising date:	12/08/2022	Closing date:	06/09/2022
Closing time:	11H00	Validity period:	84 days

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

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input type="checkbox"/>	Specify other responsiveness criteria
9.	<input type="checkbox"/>	Specify other responsiveness criteria
10.	<input type="checkbox"/>	Specify other responsiveness criteria
11.	<input type="checkbox"/>	Specify other responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	<input checked="" type="checkbox"/>	Submission of a duly completed Sworn Affidavit, reflecting a Financial Year End date and a BBBEE Status
9	<input checked="" type="checkbox"/>	Completion in full of the DPW-07 form of Offer and DPW-09 form.
10	<input type="checkbox"/>	Specify other responsiveness criteria

11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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

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

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

<p>Minimum functionality score to qualify for further evaluation:</p>	
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Functionality criteria:	Weighting factor:
<p>The areas which the Department will assess are the following:</p> <p>1.1 (i) Historical Data</p> <p>Experience: (This is determined through completed contracts that were not running concurrently).</p> <p>Successfully completed a project or combined projects to the value of R2 500 000.00 = 5 Points Successfully completed a project or combined projects to the value of R1 500 000.00 = 3 Points Successfully completed a project or combined projects to the value of R750 000.00 = 2 Points Successfully completed a project or combined projects to the value of R500 000.00 = 1 Point</p> <p>None of the above = 0</p>	40
<p>1.2 (ii) Testimonials/ letters by clients for projects completed here above on 1.1</p> <p>Testimonial letter/ letters of successfully completed project or combined projects to the value of R2 500 000.00 = 5 Points Testimonial letter / letters of successfully completed project or combined projects to the value of R1 500 000.00 = 3 Points Testimonial letter/ letters of successfully completed project or combined projects to the value of R750 000.00 = 2 Points Testimonial letter/ letters of successfully completed project or combined projects to the value of R500 000.00 = 1 Point</p> <p>Projects must not have been completed more than 6 years ago.</p>	40
<p>1.3 (iii) Financial Feasibility</p> <ul style="list-style-type: none"> - Letter of good standing by the financial institution and a demonstration by Bidder that they are able to sustain cash flow for a period of two months (Accountant must provide a latest bank statement or statements obtained after the advertisement date of this tender). 5 Points - Demonstration by bidder that they are able to sustain cash flow for a period of two months (Accountant must provide a latest bank statement or statements obtained after the advertisement date of this tender). 3 Points - Letter of good standing by a financial institution. 2 Points <p>All bidders who obtain a score above the cut-off points of 50(50%) out of 100 points during phase 2 of the pre- qualification phase, will progress to phase 3 of the pre-qualification phase.</p>	20
Total	100 Points

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

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

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

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address : Eben Donges Building, Port Elizabeth, 294 Hancock Street, North End on 2nd floor, room 296. A non-refundable bid deposit of R 300 is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	VR Maqetuka	Telephone no:	041-4082199
Cell no:	082 882 4867	Fax no:	086 2724713
E-mail:	Vuyani.Maqetuka@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

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

Notice and Invitation to Bid: PA-04 (GS)

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

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3913 Port Elizabeth 6056</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 296</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Ground Floor Eben Donges Building Hancock Street North End, PE Maindesk</p>
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COMPILED BY:

VR Maqetuka		DD:Security	08/08/2022
Name of Project Leader	Signature	Capacity	Date



PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	EBEN DONGES BUILDING, HARROWER WORKSHOP & 38 KING STREET, EL: PROVISION OF SECURITY GUARDING SERVICES FOR A PERIOD OF TWO YEARS (WITH THE OPTION TO RENEW FOR FURTHER TWO PERIODS OF ONE YEAR).		
Project Leader:	VR MAQUETUKA	Bid / Quote no:	PES 01/2022

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
DPW-07(EC): FORM OF OFFER AND ACCEPTANCE	4 Pages	X
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	2 Pages	X
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	2 Pages	X
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	3 Pages	X
PA11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	5 Pages	X
PA04: CERTIFICATE OF INDEPENDENT BID DETERMINATION	4 Pages	X
PA36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.	4 Pages	X
PA-10: GENERAL CONDITIONS OF CONTRACT	10 Pages	X
PA-16: PREFERENCE POINTS CLAIM FOR BIDS	6 Pages	X
PA40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	2 Pages	X
SPECIFICATION	25 Pages	X
DPW-09: PARTICULARS OF TENDERER'S PROJECTS	2 Pages	X

Name of Bidder	Signature	Date

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.

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

2. DEFINITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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P_{min} = 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. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

..... %

(ii) the name of the sub-contractor?

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

.....

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Uniform _____	100 _____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	PES /2022		
(D2) Tender description:	PORT ELIZABETH : EBEN DONGES BUILDING, HARROWER WORKSHOP &38 KING STREET EL: PROVISION OF SE		Note: VAT to be excluded from all calculations
(D3) Designated Products:	UNIFORM		
(D4) Tender Authority:	NDPW		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU	GBP

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R	0

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R	0

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	PES 01 /2022	Note: VAT to be excluded from all calculations
(E2)	Tender description:	PORT ELIZABETH : EBEN DONGES BUILDING, HARROWER	
(E3)	Designated products:	UNIFORM	
(E4)	Tender Authority:	NDPW	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>Uniform (18)</i>	<i>(E7)</i>	<i>(E8)</i>
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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



15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

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

Project title:	PORT ELIZABETH: EBEN DONGES BUILDING, HARROWER WORKSHOP & 38 KING STREET, EAST LONDON: PROVISION OF SECURITY GUARDING SERVICES FOR A PERIOD OF TWO YEARS (WITH AN OPTION TO RENEW FOR FURTHER TWO PERIODS OF ONE YEAR).		
Tender / quotation no:	PES01/2022	Closing date:	06/09/2022
Advertising date:	12/08/2022	Validity period:	84 days

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

1.1. Current projects

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

Tender no:

1.2. Completed projects

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

		Signature	Date
		Name of Tenderer	

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date



SPECIAL CONDITIONS OF BID

1. INTERPRETATION

- 1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2. PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Bids which are late or submitted by facsimile or electronically, will not be accepted.
- 3.7. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.8. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids not timeously deposited in the Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
- 3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ VAGUENESS

- 4.1. If there is any ambiguities or vagueness in the bid document or the specifications, drawings or descriptions or functionality or quality, this should be clarified with the



Department, at least five days (5) working days before the closing time stated in the tender data.

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid for a period of 12 weeks (84 days) from the closing date as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid is not subjected to any price escalation.
** Formulate price adjustment clearly if applicable*

8. AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution



of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

9.1 The expected contract period is as stipulated in the Contract Data xxx (xxx months) from the contract commencement date, which is the date of issue of letter of acceptance. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

9.2 The service contract period in terms of consultants would commence on the date of agreeing on the project execution plan stipulating specific milestone date, as agreed by the department.

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulations 9(a) & (b).

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

12. TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.4 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.5 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13. REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.



- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14. CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15. AWARDING OF B-BBEE POINTS

- 15.1 A tenderer must submit proof of its B-BBEE status level of contributor with the bid at the closing date and time.
- 15.2 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.3 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid
- 15.4 A "Sworn Affidavit" must comply with the following to be considered valid:
 - 15.4.1 The "Sworn Affidavit" must not be expired at the closing date.
 - 15.4.2 In respect of Construction bids, a "Sworn Affidavit" issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287); Issued in terms of paragraph 3.6.2.4.1 (B), must not be expired at the closing date.



- 15.4.3 The Annual Total Revenue must be based on the latest financial year-end's Financial Statements/Management Accounts and other information of the bidder. A "Sworn Affidavit" based on information obtained or declared from older periods than the latest financial year-end or future periods (after the closing date of the bid) will not be accepted.
- 15.4.4 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the "Sworn Affidavit". An omission of the financial year will invalidate the submitted "Sworn Affidavit".
- 15.4.5 The "Sworn Affidavit" must be correctly completed, signed and dated by the bidder (Deponent).
- 15.4.6 The "Sworn Affidavit" submitted must be correctly signed and stamped by the "Commissioner of Oath".
- 15.5 If a bidder submit at the closing date of the bid, a B-BBEE certificate or a "Sworn Affidavit" which is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a correctly certified copy. The copy may be certified after the closing date of the bid.
- 15.6 If a bidder submit at the closing date of the bid a valid B-BBEE certificate or a valid "Sworn Affidavit", but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to correctly complete its PA 16.
- 15.7 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid B-BBEE certificate (s) or a valid Sworn Affidavit(s) for all its proposed sub-contractors. If the B-BBEE certificate (s) or Sworn Affidavit(s) are valid, but it is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a certified copy(s). The copy(s) may be certified after the closing date of the bid.
- 15.8 If a bidder clearly indicates "that it will not sub-contract a portion of its contract on its PA-16, but listed a subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)), the bidder will be given zero points for B-BBEE, irrespective of the actual total R-value to be sub-contracted or the B-BBEE level or the EME status of the subcontractor.
- 15.9 If a bidder indicates "that it will sub-contract a portion of its contract on its PA-16, but the percentage or names of the subcontractor or B-BEE level or EME/QSE status and or the table is not completed correctly or is incomplete and or does not reconcile to the listed subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)), the bidder will be given an opportunity to correct such reconciliation or non-compliance and may thereafter be accordingly scored for B-BBEE points.
- 15.10 The conditions for B-BBEE Certificates and Sworn Affidavits above, are also applicable to bids where:
- 15.10.1 Prequalification criteria is a condition of tender and;
- 15.10.2 Sub-contractors, where subcontracting is a condition of tender.
- 15.11 All bidders' whose B-BBEE Certificates or Sworn Affidavits complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections.
- 15.12 No submissions of alternative or new B-BBEE Certificates or "Sworn Affidavits" will be allowed after the bid closing date.

16 LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

- 16.1 The conditions below, will serve as the evaluation criteria for evaluation on local production and content:



- 15.1.1 On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content will be considered.
- 15.1.2 The relevant designated sector for local production and content is indicated in the bid document.
- 15.1.3 Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date on the date of advertisement of bid
- 15.1.4 Failure to meet the minimum percentage for local production and content, will automatically invalidate the bid for further consideration.
- 15.1.5 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material.
- 16.2 Bidders must at the minimum comply with the following at the closing date and time:
 - 15.1.6 Bidders are not allowed to submit a blank Local Content- Summary Schedule (Annexure C.) and the bidder must at the minimum correctly complete sections C10 to C15 of the Local Content Declaration – Summary schedule (Annexure C).
 - 15.1.7 Bidders' offers must meet the minimum percentage for local production and content.
 - 15.2.3 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material or input and a copy of this authorisation letter must be submitted.
- 16.3 It is not mandatory for a bidder to complete table 2 (c) of the LOCAL CONTENT DECLARATION. If a bidder did not complete table 2(c), the information as per Summary schedule (Annexure C) will be utilised.
- 16.4 If the bid is for more than one product, the local content percentages for each product contained in Declaration C (Annexure C) shall be used instead of the table 2 (c) on Local Content Declaration PA36.
- 16.5 If a bidder's PA36 LOCAL CONTENT DECLARATION is not completed, or incorrectly completed or not properly sign, or not dated or not witnessed, the bidder's offer will not be disqualified/ eliminated.
- 16.6 If a bidder incorrectly completed sections C16 to C25 or did not properly sign or date or witnessed its Local Content Declaration – Summary schedule (Annexure C), the bidder's offer will not be disqualified/ eliminated.
- 16.7 A minimum of 48 hours will be given by the Department to a bidder to accurately complete its PA36 and or Local Content Declaration (Summary schedule (Annexure C) sections C16 to C25, should it be required. Failure to adhere to the Department's request on or before the prescribed timeframe, will lead to elimination of the bidder's offer.
- 16.8 The Department reserves the right and discretion not to request all bidders for corrections of their PA36 and Local Content Declaration (Summary schedule (Annexure C). All bidders' whose offers complies with the minimum requirements,

will be “deemed responsive” and will be subjected for further evaluation, even if the Department did not request any corrections.

For further information, bidders may contact the Designated Sector unit within DTI at 012 394 1135.

17 SUBCONTRACTING IS A CONDITION OF TENDER

- 17.1 Where sub-contracting is a condition of tender, bidders are required to comply with the prescribed B-BBEE category(s) of sub-contracting and submit with the bid at the closing date and time at least the following:
- 17.1.1 A signed subcontracting agreement between the bidder and the intended subcontractor and;
 - 17.1.2 The subcontractor’s agreement must be signed by a person properly authorised by each party to the sub-contractor agreement. If a deemed unauthorised person(s) signed the agreement, it will be dealt with as specified in the “Special Conditions of Contract” paragraph 8.
 - 17.1.3 A valid original or certified copy of the B-BBEE certificate or “Sworn Affidavit” of the intended sub-contractor as per the requirements specified in the bid document. Non-complaint B-BBEE certificates or “Sworn Affidavits” of sub-contractors will be dealt with as specified in the “Special Conditions of Contract” paragraph 15.
- 17.2 Where sub-contracting is a condition of tender, the bidder is not obligated to list the proposed mandatory sub-contractor in its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)).
- 17.3 Failure to comply with the minimum conditions above, will lead to the bid being eliminated.

18 BIDDER’S DISCLOSURE/ BIDDER’S DECLARATION (SBD-4)

- 18.1 The Department will afford a bidder an opportunity to correct its SBD-4 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 18.2 A bidder’s offer will be eliminated if the bidder’s declaration is proven false during the bid evaluation process.

19 FORM OF OFFER AND ACCEPTANCE

- 19.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 19.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 19.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted “Form of Offer and Acceptance” and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 19.3.1 The tenderer’s offer will not be disqualified.
 - 19.3.2 The tenderer can be requested to correct the error and ratify its “Form of Offer and Acceptance”.
- 19.4 If there is no amount in words, the amount in figures on the submitted “Form of Offer and Acceptance” will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:



- 19.4.1 The tenderer's offer will not be disqualified.
- 19.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 19.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 19.5.1 It must be signed by an authorised person of the Bidder;
 - 19.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
 - 19.5.3 The date on the form of offer must be completed;
 - 19.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 19.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

20 CORRECTION OF ERRORS

- 20.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 20.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 20.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
 - 20.3.1 Seek the necessary clarification from the tenderer and;
 - 20.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
 - 20.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

21 DISCLAIMER

- 21.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
 - 21.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to
 - 21.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

**SPECIFICATION COMPLIANCE SCHEDULE
(SERVICES)**

**THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH PA-07 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL)
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of bidder.....	Bid number:
Closing Date	Closing Time:

OFFER TO BE VALID FOR 84 CALENDAR DAYS FROM THE CLOSING DATE OF BID.

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by marking the columns headed **"YES" or "NO", provide comment and make reference to any documentation they enclose with the bid.** The **additional documentation** provided by the bidder **must clearly show the paragraph in the bid document to which it relates. A bidder who indicates "NO" in fact confirms to the NDPW that its bid is non compliant to the specifications and requirements.**

In the event where a **written proposal for the service** is included in the bid, an **electronic version of such proposal** on disc must also be submitted with the bid.

THE NATIONAL DEPARTMENT OF PUBLIC WORKS (NDPW) RETAINS THE RIGHT NOT TO ACCEPT THE LOWEST, HIGHEST OR ANY BID, OR TO ACCEPT PART OR WHOLE OF ANY BID.

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable	
DESCRIPTION			
<p>PROVIDE A SECURITY SERVICE (ACCESS CONTROL AND GUARDING), FROM MONDAY TO FRIDAY INCLUDING WEEKENDS AND PUBLIC HOLIDAYS FOR THE PERIOD 1 OCTOBER 2022 TO 01 OCTOBER 2024 AT THE EBEN DONGES BUILDING, HARROWER ROAD STORES AND 38 KING STREET EAST LONDON FOR A PERIOD OF TWENTY FOUR (24) MONTHS (WITH AN OPTION TO RENEW FOR FURTHER TWO PERIODS OF ONE YEAR EACH).</p>			
BACKGROUND			
To ensure the safety and security of National Department of Public Works (NDPW) staff, visitors and their personal property as well as security of NDPW property (vehicles, furniture, equipment etc).			
1.	DELIVERABLES		
1.1	Provide a security service for the period 1 October 2022 to 01 October 2024 at the Eben Donges Building, Harrower Road Stores and 38 King Street EL for a period of twenty four (24) months (with an option to renew for further two periods of one year each).	YES	NO
1.2	Eben Donges Building	YES	NO
1.2.1	Provide Security guards who must work the following shifts:		
1.2.1.1	Dayshift (06H00 – 18H00) – provide ten (10) Grade C security officers monday - sunday.		
1.2.1.2	Nightshift (18H00 – 06H00) – provide two (2) Grade C security officers monday - sunday.		
1.2.1.3	<p>Harrower Road Stores Provide Security guards who must work the following shifts:</p> <p>Dayshift (06H00 – 18H00) – provide two (2) Grade C security officers monday - sunday. Nightshift (18H00 – 06H00) – provide two (2) Grade C security officers monday - sunday.</p>		

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable	
1.2.1.4	<p>38 King Street</p> <p>Provide Security guards who must work the following shifts:</p> <p>Dayshift (06H00 – 18H00) – provide one (1) Grade C security officers monday - sunday.</p> <p>Nightshift (18H00 – 06H00) – provide one (1) Grade C security officers monday - sunday.</p>		
		YES	NO

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable	
1.3	EQUIPMENT		
1.3.1	Base Radio's (must be programmed to contractors frequency) or any latest security communication sysyetm.		
1.3.2	Portable hand held radio's with earpieces for all security guards (radio's must be programmed to contractor's frequency)		
1.3.3	Guard Electronic Monitoring System = Eben Donges + Harrower Workshop The purpose of the guard monitoring system is to ensure that the site is patrolled/inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.		
1.3.4	Corporate uniform and dress standards; jacket, shirt, pants, tie, name tag, pull-over jerseys and appropriate shoes.		
1.4	To ensure the safety and security of National Department of Public Works (NDPW) staff, visitors and their personal property as well as security of NDPW property (vehicles, furniture, equipment etc).	YES	NO
1.5	DUTIES		
1.5.1	Ensure that all on duty security officers exercise the following duties: i) Detailed activities to be carried out for each post will form the basis of a site procedure manual at each post. ii) These jobs descriptions will include procedures to be followed. iii) The security objectives for each job must be clearly defined and will form the basis of deciding on the key result areas for each job. iv) Exercise strict control over all visitors. v) Control over motor vehicle parking on the		
		YES	NO

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable	
	<p>building premises, especially those vehicle parked in the vicinity of the entrance which may obstruct vehicles/others.</p> <ul style="list-style-type: none"> vi) Removal of any unruly and abusive persons from the premises. vii) Protection of personnel, visitors and property. viii) React on alarms on the in-house system. Contact SAPS through the Control Room. ix) Confront all suspicious persons and determine whether they are authorized to be on the premises. x) Act whenever schedule 1 offences (as listed by the Department of Justice) are committed or about to be committed. xi) Control unauthorized removal from National Department of Public Works property from the premises. xii) Ensure that everything that must be locked after hours is in fact locked (all door and windows of buildings and gates). xiii) Ensure that all alarms have been activated and if not report to the Security Manager. xiv) Remove vagrants from the building xv) Take reasonable action to apprehend, restrain, detain and or take other reasonable action as is appropriate, in respect of any person who is in the act of committing or is about to commit an offence or any type of disruption or disturbance, provided that such security officers use a minimum degree of force. xvi) Ensure that all fire fighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed; xvii) Escort from the Site any loiterers, travellers, hawkers or any other persons who do not have bona fide reason to be on the Site. 		
1.5.2	Ensure that all on duty security officers shall attend and provide whatever assistance is necessary to all reports of fire in any areas of the Site as directed by the designated	YES	NO

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	<p>Departmental Representative. This shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Responding to a fire alarm. ii. Reporting blocked fire access routes to the Control Room. iii. Assisting National Department of Public Works and / or other authorised official staff in limiting unauthorised access to the scene of the fire. iv. Assisting in the evacuation of the affected areas in the event of fire, under the direction of the nominated Departmental Representative. v. Liaising with external emergency agencies as part of its response in relation to an incident. vi. When a life-threatening situation develops, it is the main task of the security personnel to protect the personnel and the property 		
1.6	<p>GUARDING</p> <ul style="list-style-type: none"> i. Protecting people and property against the harmful actions, by word or deed of other parties. ii. The vigilant and, if necessary aggressive protection of property and personnel against any attempt by any person to unlawfully enter the premises of the National Department of Public Works. 	YES	NO
1.7	<p>PATROLLING</p> <ul style="list-style-type: none"> i. A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance. ii. Ensure that all vulnerable points frequently be visited to maintain security against intrusion by any unauthorized person. 	YES	NO

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	<ul style="list-style-type: none"> iii. Check for intruders to identify strangers and ascertain their rights to be present in that particular area or building. iv. Check the perimeter fences and security lighting and to ensure that it is operational. v. Physical problems such as long grass, trees, overgrowing, overhanging fences, material being stack against the fences. vi. If rain washing furrows under fences are blocked, it must be reported. vii. Check that all outdoors, windows, and gates are secured each time the patrol passes. viii. A physical examination of each point is required. ix. To check for actual or potential fire hazards outside and inside offices, buildings and areas. x. Check for potential safety hazards and to report the problem(s). xi. Ensure the safety of all keys entrusted to the patrol. 		
1.8	PATROL METHODS	YES	NO
1.8.1	<ul style="list-style-type: none"> i. Patrols must be conducted in a methodical and conscientious manner. ii. The Security offers on patrol must be given clear and concise instructions as to their duties and how the patrol is to be performed. iii. The extent and timing of the patrols should be intelligently varied and must not form a routine. iv. If possible, the person on patrol must report his/her position from time to time. v. National Department of Public Works staff must identify themselves by recognized methods of identification before allowed on the premises. If such staff cannot identify themselves, they must be treated as if they are visitors. vi. Nobody will be allowed to bring anything that is prohibited (e.g. fire-arms, alcohol) onto the premises. vii. Nobody will be allowed to carry out any activity on the premises that is prohibited by the owner/user. viii. Examination of documents accompanying vehicles wanting entry. 		

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		YES	NO
1.9	<p>SERVICE AIDS FOR EVERY GUARD</p> <p>Every security officer posted should be in possession of the following:</p> <ul style="list-style-type: none"> i. Baton. ii. Handcuffs. iii. Pocket Book. iv. Pen. v. A clear identification card of the company with the member's photo, name, identification number, PSIRA nr on it, worn visibly on the security officer at all times. vi. Torch – to lighten up an area of at least ten metres. vii. Radio –Two way radios should be in contact with the control room of the bidder on a 24 hour basis. viii. Occurrence book. ix. Use of cell-phones while on duty is strictly prohibited. 		
1.10 1.10.1	<p>VEHICLE ENTRANCE CONTROL</p> <p>Security officers should exercise the Control of Access to Public Premises and Vehicle Act, 53 of 1995 in an effective manner.</p> <p>According to this Act, "No person shall without the permission of an authorized officer enter or enter upon any public premises or any public vehicle in respect of which a direction has been issued under subsection (1) (b), and for the purpose of the granting of that permission an authorized officer may require of the person concerned that he-</p> <ul style="list-style-type: none"> i. furnish his name, address and any other relevant information required by the authorized officer; ii. produce proof of his identity to the satisfaction of the authorized officer; iii. declare whether he has any dangerous object in his possession or custody or under his control; 		

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	<ul style="list-style-type: none"> iv. <i>declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to the authorised officer;</i> v. <i>subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any dangerous object;</i> vi. <i>hand to an authorized officer anything which he has in his possession or custody or under his control for examination or custody until he leaves the premises or vehicle."</i> vii. <i>declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to the authorised officer;</i> viii. <i>subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any dangerous object;</i> x. <i>hand to an authorized officer anything which he has in his possession or custody or under his control for examination or custody until he leaves the premises or vehicle."</i> 		
1.11	<p>ENTRANCE CONTROL</p> <ul style="list-style-type: none"> i. To ensure that no unwanted or unauthorized persons enter the premises or part of the premises. ii. Contractors, visitors and students should be requested to sign the visitor register and must be issued with a visitor's card at reception. iii. NDPW staff must identify themselves by recognized methods of identification before being allowed on the premises. If the staff cannot be identified they must be treated as if they are visitors. iv. Nobody will be allowed to bring in anything that 	YES	NO

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	is prohibited (e.g. Fire-arms) onto the premises. v. Nobody will be allowed to carry out any activity on the premises that is prohibited by the owner/user.		
1.12	SECURITY OFFICERS MUST REPORT TO THE CONTROL ROOM IMMEDIATELY IF: i. any observed damage or interference to physical security protective measures e.g. perimeter fencing or door locks; ii. any observed damage to any property e.g. graffiti, damage to visitors car etc.; iii. any observable water, steam, gas, oil, electrical and medical gas breakdowns without imposing any particular obligation to inspect or search for such breakdowns. iv. any doors or windows are left open in vacated locations without apparent reason which may present a security risk and switch off lights that are not required;	YES	NO
1.13	SECURITY ON SHIFTS Must ensure that patrols are carried out, at least hourly in the security areas (as referred to in par 1.7) in addition to the normal tasks mentioned in this Specification Compliance Schedule.	YES	NO
1.14	INVOLVEMENT IN THE NATIONAL DEPARTMENT OF PUBLIC WORKS EMERGENCY PLAN It is required that all staff on duty form an integral part of the National Department of Public Works emergency plans which will be availed by the Security Manager. All security staff must be aware of specific actions required in respect of amongst others, fires and other natural disasters.	YES	NO
1.15	DRESS CODE AND EQUIPMENT Security guards must, when on duty, wear the standard uniform of the service provider and must remain in their relevant company uniform at all times.	YES	NO

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2.	EVALUATION CRITERIA	
2.1	Bidder must comply with the following minimum bidding criteria which includes:	
2.1.1	Completion in full of the DPW-07 Form of Offer.	
2.1.2	Completion in full of the Specification Compliance Schedule above.	
2.1.3	Completion in full of the PA-11 Declaration of Interest form.	
2.1.4	Completion in full of the DPW-09 form.	
2.1.5	Where applicable (Joint Ventures and Consortiums) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities of all parties. In such cases valid and original tax clearance certificates of all parties are required.	

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2.1.6	<p>All prospective bidders MUST attach CERTIFIED COPIES of the following VALID documentation; FAILURE OF WHICH WILL DISQUALIFY THE BIDDER:</p> <ul style="list-style-type: none"> i. PSIRA registration certificate ii. PSIRA letter of Good Standing iii. PSIRA certified/issued list of training / grading status of directors. iv. COIDA letter of Good Standing (must be valid for a twelve month period. The date of bid closure must fall within the twelve month period) v. Private Security Fund Provident Fund letter of Good Standing or PSIRA letter of approval for other fund – Proof of Good standing letter required if other fund vi. Public Liability Insurance document (not less than R250 000) vii. Letter of good standing from company's financial institution viii. Company Income tax reference number ix. Valid Tax clearance certificate (TCC) x. VAT registration certificate - Proof required if applicable and not indicated on the Tax Clearance Certificate xi. PAYE registration number - Proof required if applicable and not indicated on the Tax Clearance Certificate 	

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<p>2.1.7</p> <p>2.1.7.1</p> <p>2.1.7.2</p>	<p>xii. UIF Registration - Proof required if applicable and not indicated on the Tax Clearance Certificate</p> <p>Pre-Qualification</p> <p>During the pre-qualification phase, bidders will be subjected to:</p> <ul style="list-style-type: none"> i. Verification of the required submitted bid documentation – as per paragraph 5 (Phase 1 of pre-qualification) ii. Verification of the Functional Capabilities of the company (Site visit - Phase 2 of pre-qualification) iii. Verification of the Bidding price compared to PSIRA recommended pricing schedule (incl. overheads) (Phase 3 of pre-qualification) <p><u>Phase 1 – Legislative requirements</u></p> <p>All bidders who do not submit all required documentation as per paragraph 2.1.6 above will be disqualified during phase 1 of the pre-qualification phase.</p> <p><u>Phase 2 – Ability and Compatibility Assessment</u></p> <p>The department reserves the right to:</p> <ul style="list-style-type: none"> iv. Verify the functional capabilities of bidders during phase 2 of the pre-qualification phase; v. Verify historical data of bidders over the past five years to determine the ability of the company to manage a contract with a staff compliment of at least 50% of what they are bidding for. 	

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2.1.8	<p>Company Main Premises & Satellite Premises</p> <p>Further risk assessment will be conducted during evaluation to determine if the main premises of the bidder and or any premises to be inspected were authorised by PSIRA to operate (Proof thereof will be requested by DPWI from PSIRA). The bidder will be automatically disqualified if any of the premises mentioned above are found not to have been inspected and authorised by PSIRA to operate. Such premises should be properly branded outside and if it is within an office block, it should be identifiable as a security office at the entrance to it and the reception area.</p>	
2.1.8.1	<p>The following equipment must also be found in the premises to be inspected: Base radio/modern communication technology, wall clock, fax machine, scanner, office phone ,photocopier, functional computer set with company operational information (all these items must be technically operational), uniform (bearing company branding) on display. Unavailability of any of the equipment above will also lead to automatic disqualification of the bidder.</p>	

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2.9	The areas which the department will assess are the following:	
	<p>i. Historical Data (40 points)</p>	
2.9.1	<p>Experience: (This is determined through completed contracts that were not running concurrently).</p> <p>Successfully completed a project or combined projects to the value of R2 500 000.00 = 5 Points. Successfully completed a project or combined projects to the value of R1500 000.00 = 3Points Successfully completed a project or combined projects to the value of R750 000.00 = 2 Points Successfully completed a project or combined projects to the value of R500 000.00 = 1 Point None of the above = 0</p>	
2.9.2	<p>ii. Testimonials/ letters by clients for projects completed here above on 4.1 (40 points)</p> <p>Testimonial letter/ letters of successfully completed project or combined projects to the value of R2 500 000.00 = 5 Points Testimonial letter / letters of successfully completed project or combined projects to the value of R1 500 000.00 = 3 Points Testimonial letter/ letters of successfully completed project or combined projects to the value of R750 000.00 = 2 Points Testimonial letter/ letters of successfully completed project or combined projects to the value of R500 000.00 = 1 Point</p>	
2.9.3	<p>Projects must not have been completed more than 6 years ago.</p> <p>iii. Financial Feasibility (20 points)</p> <p>Letter of good standing by the financial institution and a demonstration by Bidder that they are able to sustain cash flow for a period of two months (Accountant must provide a latest bank statement or statements obtained after the advertisement date of this tender). 5 Points - Demonstration by bidder that they are able to sustain cash flow for a period of two months (Accountant must provide a latest bank statement or statements obtained after the advertisement date of this tender). 3 Points - Letter of good standing by a financial institution. 2 Points</p> <p>All bidders who obtain a score above the cut-off points of 50(50%) out of 100 points during phase 2 of the pre-qualification phase will progress to phase 3 of the pre-qualification phase. (20 points)</p>	
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	iv. The Total Bid Price for the period of the bid should be calculated with increases as per paragraph 2.1.7iii above included.		
3.	THE SUCCESSFUL SERVICE PROVIDER MUST	YES	NO
3.1	<p><u>Ensure that guards intended to be used on the site (s) MUST comply with the following requirements:</u></p> <ul style="list-style-type: none"> i. Must be South African citizens. ii. Private Security Industry Regulating Authority (PSIRA) registration of allocated security officers must be submitted to the Security Manager before training or posting of any Security officer. iii. Minimum of grade 9 academic qualifications. iv. Must be able to work independently. v. Must be able to communicate, in two of the three official languages of the National Department of Public Works, able to write in English. vi. Must be physically fit. vii. Be strong enough to physically remove unwanted persons. viii. Be assertive enough to enforce security measures as required. ix. Command respect. x. Guards must have no criminal record or pending cases(internally/criminally) 		
3.2	Certain about the particulars of the security offers to be employed at the sites:		
3.2.1	The Service Provider must complete the form of particulars of the security officers to be employed/ stationed at the various sites as set out by the National Department of Public Works one (1) week before Commencement of the tender.	YES	NO
3.2.2	The Service Provider must ensure that all staff to be deployed at the site is available for onsite training before commencement of the contract. The training will not take longer than 1 (one) day.	YES	NO

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		YES	NO
3.2.4	The Service Provider and their staff members will be subjected to pre-screening and <u>Security Clearance</u> , which will be conducted by the State Security Agency (SSA).	YES	NO
3.3	CONDUCT OF SECURITY STAFF		
3.3.1	The Code of Conduct for security Officers as per Act 56 of 2001 of the Private Security Industry Regulating Authority shall apply.	YES	NO
3.3.2	The National Department of Public Works expects the highest possible standards of conduct from the security officers. Apart from the fact that security officers must always be alert, vigilant and professional in their approach, bearing and actions, deviations from the code of conduct as prescribed by the PSIRA, will be regarded as extremely serious and may be regarded as sufficient reasons to ask the Service Provider to remove the guilty person from the site.	YES	NO
3.3.3	The security official responsible for apprehending any person/staff member for any criminal activity <u>shall</u> testify in court/disciplinary hearing.	YES	NO
3.3.4	Public Works reserves the right to have an officer removed from its sites without providing reasons.		
3.4	LEGAL RIGHTS, FUNCTIONS AND OBLIGATIONS	YES	NO
3.4.1	All security officers must be conversant with their legal rights and obligations regarding the Laws mentioned hereunder.		

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3.5	THE CONTROL OF ACCESS TO PUBLIC PREMISES AND VEHICLE ACT (ACT 53 OF 1985) AS AMENDED	YES	NO
3.5.1	The security officers are authorized to apply and enforce entrance and egress control in terms of Section 2, 3 and 4 of this Act.		
3.6	CRIMINAL PROCEDURE ACT 1997 (ACT 52 OF 1997) AS AMENDED	YES	NO
3.6.1	The security officers may exercise their rights in terms of Section 42 to arrest anybody who commits or attempts to commit in his/her presence or whom he/she reasonable suspects of having committed an offence as referred to in Schedule 1 (one) of the Criminal Procedure Act.		
3.7.	ON-SITE ADMINISTRATION	YES	NO
3.7.1	All on-site administration will be done in accordance with the standing security instructions of the National Department of Public Works, a copy of which will be handed to the Service Provider by no later than the Commencement Date.		
3.8.	SITE MANAGEMENT / SUPERVISION		
3.8.1	The Service Provider is responsible for overall management and supervision of the security officers provided in terms of the agreement.	YES	NO
3.8.2	Service Provider is to appoint, at his own cost, an external site manager who is to visit the site at least 3 (three) times per 12 hour shift.	YES	NO
3.8.3	Where a Security officer performs a duty under the direct supervision of a Government Official the Security officer/s shall be expected to take instructions from the Government Official.	YES	NO
3.8.4	It is expressly agreed that as indicated no fire-arms, knives or other weapons will be allowed on the premises unless otherwise permitted by law.	YES	NO

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3.9	CONTROL ROOM		
3.9.1	Where the site has an established Control room, it is agreed that the service provider will have exclusive use over the control room area.	YES	NO
3.9.2	It is agreed that the service provider will be required to keep the area clean, pest free and also maintain the area to an acceptable level.	YES	NO
3.9.3	The Department may inspect any control room area from time to time.	YES	NO
3.9.4	The service provider must have a locally based control room within a reasonable distance (± 30 km) from all sites.	YES	NO
3.10.	ADDITIONAL DUTIES	YES	NO
3.10.1	The National Department of Public Works shall not expect or instruct security officers to perform any task not related to his or her security function or which may be detrimental to the security officer's safety or health, or is beyond his strength or competence or which may have a negative effect on his or her status and dignity.		
3.11.	INCIDENT REPORTING		
3.11.1	The Service Provider shall implement and maintain systems and procedures to report, record and collate all security incidents (including but not limited to criminal offences) correctly, accurately and of a quality suitable for submission in Court or other tribunal or judicial forum.	YES	NO
3.11.2	A report containing all incidents shall be submitted to the Authorised Office Representative (daily) with the exception of serious incidents in which case the Authorised Office Representative should be contacted immediately.	YES	NO
3.11.3	Where a crime is committed or where a crime is suspected of being committed, the Service Provider shall summon the police in accordance with the Department's	YES	NO

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3.11.4	Policies for contacting and liaising with the police. Following the discovery of a criminal act The Service Provider shall investigate the incident on behalf of the Institution and report all findings immediately to the Control Room.		
3.11.5	<p>SPECIAL TENDER CONDITIONS</p> <p>Risk Assessment will be conducted during TENDER EVALUATION and if the CONTROL ROOM does not have any of the following functional equipment, the bidder will be automatically disqualified :</p> <p>Base radio or any latest security communication system linking sites and the control room, wall clock, fax machine, photocopier, computer set with company operational information (all these items must be technically operational), uniform (bearing company branding) as referred to on 1.4.4</p> <p>If any director of the bidding service provider has a criminal record or a pending criminal case, the service provider will be automatically disqualified during Risk Assessment at the Tender Evaluation.</p>	YES	NO
3.12.	CRIME PREVENTION		
3.12.1	The Service Provider shall in consultation with the designated Institution Representative(s) develop and implement action plans to deal with serious crimes which may occur at the Site including but not limited to terrorism, vandalism, theft, baby abduction and serious assault (including sexual assault) on their property.	YES	NO
3.12.2	The Service Provider shall promote security and safety consciousness of all Staff through the development and dissemination of security and safety information through a variety of media including but not limited to briefings and posters.	YES	NO
3.13	SERVICE STANDARDS	YES	NO

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3.13.1	Copies of the Standard Operating Procedures (SOP) and job descriptions will be provided to the successful service provider by the National Department of Public Works.		
3.14.	GENERAL INFORMATION	YES	NO
3.13.1	Monthly reports must be submitted to the Department.		
3.13.2	The appointed Security Manager for the National Department of Public Works is Mr VR Maqetuka, email address Vuyani.Maqetuka@dpw.gov.za Tel. No. (041) 408 2199		
3.15.	REMUNERATION	YES	NO
	The Service Providers must remunerate their officers according to the P.S.I.R.A 2019/2020 rates together with the agreement entered by and between various organizations and trade unions of the private security sector.		
4.	THE NDPW WILL:		
4.1	Provide a copy of the Government Search policy to the successful service provider. (Refer to paragraph 1.12).		
4.2	Evaluate the service on a monthly basis.		
4.3	Keep a register of all reported occurrences and incidents.		

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5	SPECIAL CONDITIONS	
5.1	The successful bidder will be expected to complete an "Oath of Secrecy" or "Declaration of Secrecy" .	
5.2	Bid document Addendum(s) must clearly show the paragraph in the bid document to which it relates.	
5.3	The NDPW reserves the right to obtain from the successful bidder /potential bidders, proof of accredited and recognized certification.	
5.4	Posts may not be left unattended during the shift period. Should the security officer need to leave the post for any reason, the security company must make the necessary arrangements to cover that specific period of that shift.	
5.5.	"Liability Clause:	
5.5.1	The service provider is, at all times , responsible for the acts and omissions, including but not limited to, death, injury or assault of his employees when they render any service to the Department in terms of the bid specification and conditions.	

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5.5.2	The service provider must obtain public liability insurance at his own cost commensurate with the risk to which he is exposed. The insurance shall include liabilities such as general, pollution, tenants, employers, advertising, negligent advice, errors and omissions, products, property owners, documents, defective workmanship, defamation, wrongful arrest, legal defence cost, care, custody, control, death, injury, assault, fire-arm, special events.	
5.5.3	The insurance shall make provision for all losses for which the service provider or his staff may be responsible.	
5.5.4	The Service Provider shall at the commencement of this agreement and thereafter on a quarterly basis, submit to the NDPW, proof of the validity and the continuance of its public liability insurance policy.	
5.5.5	Any non-compliance or the failure to make regular payments of premiums resulted in the policy lapsing will render the agreement null and void and the service provider liable for any loss that the NDPW may suffer as a consequence thereof.	
5.6	That the NDPW can any time do inspections to evaluate the service.	
5.7	The service provider and its guards must be registered with Private Security Industry Regulatory Authority (PSIRA).	
5.8	Security guards are under no circumstances allowed to assault intruders.	
5.9	The National Department of Public Works is a gun free zone. No visitor, official or security guard (except for SAPS and SANDF that act in an official capacity) may bring firearms onto the premises.	
5.10	The NDPW can visit the site at any time without prior notice	
5.11	It is expressly noted that the NDPW may employ its own security official/s and that such department staff need to be considered and they too be informed as to the reporting process of incidents installed by the service provider.	
5.12	In order to diminish the potential for miscommunication and conflict between the department and the service provider it is agreed that the department staff would only be deployed in specific exclusive designated areas.	

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6. PAYMENT CONDITIONS

6.1 Payment will be effected monthly within 30 days of receipt of an original and valid tax invoice, after satisfactory services have been certified.

6.2 PENALTIES - PRO-RATA DEDUCTION

6.2.1 Where the service provider fails to provide the service in terms of the contract, deductions and /or penalties for said failure will apply as indicated below.

6.2.2 The service provided in terms of the contract, will be evaluated regularly and any contraventions of the contract conditions and / or loss of NDPW property due to proven negligence will be collated on a monthly basis.

6.2.3 Penalties will be levied against the service provider for every incident which contravenes the contract conditions and / or loss of NDPW property due to proven negligence. The said penalties will be determined against a set percentage of the total monthly contract price, as set out below:

Use of cell-phone on duty	R1000
Late postings per person per day but not to more than two hours.	R1000
Postings more than 2 hours after scheduled time per person per day	R3 000
Failed postings per person per day	R5 000
Sleeping on duty per person per incident per day	R2 000
Failure to wear identity cards or having any other item per person per day	R800
Failure adherence to full dress code per person per day	R1000
Failure to report any irregularities in Occurrence Book per person per day	R2000
Posting of security officers not briefed per person per day	R1500
Failure to patrol per event per day	R2000
Failure to report to the client per event per day	R1000
Failure of site inspection per event or occasion by an external Manager	R2000
Desertion of post per person per shift	R3000
Posting of security officers under the influence of alcohol per person per shift	R5000
Attending to personal visitors while on duty	R1000
Failure to submit monthly reports on agreed dates	R5000
Faulty/non-functional /uncharged radio(per unit) including uncharged	R5000

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE
		By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable
6.3	<p>The service provider must note that penalties will also be instituted in respect of contraventions/non-compliance of bid specifications or General Conditions, in the following instances:</p> <ul style="list-style-type: none"> • That 1% of the value of the contract will be calculated and used as benchmark or cut-off for penalties as per par 6.2.3 above. • Once this benchmark is reached written warnings will be issued to the service provider: <ul style="list-style-type: none"> 1.1 Warning 1 in addition to pro-rata penalty charges depending on the transgression as per par 6.2.3 1.2 Warning 2 in addition to pro-rata penalty charges depending on the transgression as per par 6.2.3 1.3 Warning 3 in addition to pro-rata penalty charges depending on the transgression as per par 6.2.3 1.4 Should there be further transgressions in terms of par 6.2.3 after three (3) warnings, the process of contract termination will commence. 	



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Department:
Public Works
REPUBLIC OF SOUTH AFRICA

EBEN DONGES BUILDING, HARROWER ROAD STORES & 38 KING STREET, EL

DAY SHIFT GUARD

<i>DESCRIPTION</i>	<i>EXPLANATION</i>	<i>RAND</i>
MONTHLY SALARY		
HOURLY EQUIVALENT RATE	Clause 3(5)(b) Sectoral Determination 6	
Ordinary time: (i) Primary Sec Officer	4 shifts per week (48 hours)	
(ii) *Relief Sec Officer	2 shifts per week (48 hours)	
Weekends & Public holidays	4.333 weeks p/m @ x1,5 1 Shift p/m @x1	
Leave provision	21 consecutive days leave	
Sick Pay	1 shift p/m	
Study Leave	6 days per annum	
Family responsibility Leave	5 days per annum	
Night shift allowance	6 Rand, p/night shift worked	
Provident fund	7,5 % of Fund Salary	
Statutory annual bonus	Monthly salary	
SUB TOTAL		
UIF	1 % of remuneration	
COID/WCA	4,07 % of remuneration	
Sets of uniform	1500 Rand p/p p.a	
Training	1 % of remuneration (SDL)	
Cleaning Allowance	30 Rand p/m	
TOTAL DIRECT COST		
Guard price (night) weekends and public holidays		
Share of overheads	% of direct cost (Economy of scale rule applies)	
COST OF ONE (01) GUARD PER MONTH (Incl. Vat)	N/A	

NAME:.....

SIGNATURE:.....

DATE:.....



public works

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REPUBLIC OF SOUTH AFRICA

E BEN DONGES BUILDING, HARROWER ROAD STORES & 38 KING STREET, EL

NIGHT SHIFT GUARD

<i>DESCRIPTION</i>	<i>EXPLANATION</i>	<i>RAND</i>
MONTHLY SALARY		
HOURLY EQUIVALENT RATE	Clause 3(5)(b) Sectoral Determination 6	
Ordinary time: (i) Primary Sec Officer	4 shifts per week (48 hours)	
(ii) *Relief Sec Officer	2 shifts per week (48 hours)	
Weekends & Public holidays	4.333 weeks p/m @ x1,5 1 Shift p/m @x1	
Leave provision	21 consecutive days leave	
Sick Pay	1 shift p/m	
Study Leave	6 days per annum	
Family responsibility Leave	5 days per annum	
Night shift allowance	6 Rand, p/night shift worked	
Provident fund	7,5 % of Fund Salary	
Statutory annual bonus	Monthly salary	
SUB TOTAL		
UIF	1 % of remuneration	
COID/WCA	4,07 % of remuneration	
Sets of uniform	1500 Rand p/p p.a	
Training	1 % of remuneration (SDL)	
Cleaning Allowance	30 Rand p/m	
TOTAL DIRECT COST		
Guard price (night) weekends and public holidays		
Share of overheads	% of direct cost (Economy of scale rule applies)	
COST OF ONE (01) GUARD PER MONTH (Incl. Vat)	N/A	

NAME:.....

SIGNATURE:.....

DATE:.....