



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**BID  
FOR TENDER**

**DEPARTMENT OF PUBLIC WORKS  
& INFRASTRUCTURE  
RENDERING OF SECURITY SERVICES  
IN  
ZF MGCAWU  
NORTHERN CAPE PROVINCE**

DEPARTMENT OF PUBLIC WORKS  
KIMBERLEY REGIONAL OFFICES  
PRIVATE BAG X5002  
KIMBERLEY  
8300

PROJECT LEADER:  
KT BALEPILE

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER SM 25/2021

CLOSING TIME: 11:00

CLOSING DATE: 03/12/2021

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **Bid Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures will be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

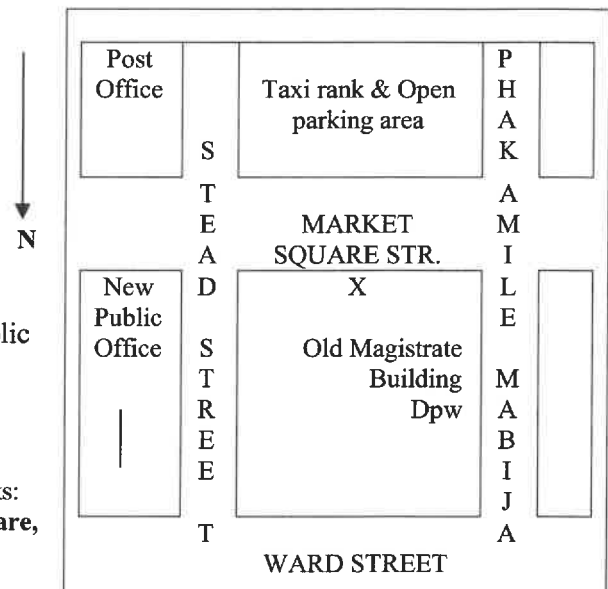
REGIONAL MANAGER  
Department of Public Works  
Private Bag X5002  
KIMBERLEY  
8301

ATTENTION: BID SECTION: ROOM N33

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid.

**OR**

The bid documents may be deposited at the Department of Public Works:  
Head Office: Room N33, Old Magistrate Offices, 21-23 Market Square,  
Kimberley, 8301.



The Office of the Department of Public Works is open **Mondays to Fridays**

**07:30 – 12:45 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule not be accepted for consideration.

*Bidders should ensure that bids are delivered timeously to the correct address.*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>

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

### THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF SECURITY SERVICES

<b>Project title:</b>	<i>Term contract for provision of security services for safe guard of vacant properties in ZF Mgcawu District for 36 months on a month to month basis</i>		
<b>Bid no:</b>	SM 25/2021		
<b>Advertising date:</b>	12 / 11 / 2021	<b>Closing date:</b>	03 / 12 / 2021
<b>Closing time:</b>	11:00	<b>Validity period:</b>	90 days

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

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	<b>Registration on National Treasury's Central Supplier Database (CSD)</b>
<input checked="" type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Submission of a valid BBBEE certificate or sworn affidavit (original / certified copy) and claiming of points on PA16 Failure to submit and claiming of points will result in non-allocation of preference points
<input checked="" type="checkbox"/>	Active registration of director PSIRA certificate and company PSIRA certificate
<input checked="" type="checkbox"/>	Submission of PA32 invitation to bid to be fully completed and signed

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

<input checked="" 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;
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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.

<b>Minimum functionality score to qualify for further evaluation:</b>	
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Functionality criteria:	Weighting factor:
<b>Total</b>	<b>100 Points</b>

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](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address **21-23 Market Square, Old Magistrate Court Building, Phakamile Mabija Street: Kimberley**. A non-refundable bid deposit of R **200** is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

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

<b>DPW Project Leader:</b>	Kgotlaetsile Balepile	<b>Telephone no:</b>	053 838 5330
<b>Cell no:</b>	0829368095	<b>Fax no:</b>	
<b>E-mail:</b>	Kgotlaetsile.balepile@dpw.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

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

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

All tenders must be submitted on the official forms –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 5002 <b>Kimberley</b> <b>8300</b></p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM N33</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>21-23 Market Square</b> <b>Old Magistrate Court Building</b> <b>Phakamile Mabija Street</b> <b>Reception</b></p>
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**COMPILED BY:**

Kgotlaetsile Balepile		Project leader	11/11/2021
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Name of Project Leader	Signature	Capacity	Date
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**PA-30.1: PRICING SCHEDULE - FIRM PRICES**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number...SM 25/2021.....  
 Closing Time 11:00 on .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- 1 Security guard Grade C for day shift Monday to Sunday (06:00 till 06:00) (including public holidays)
- 1 Security guard Grade C for night shift Monday to Sunday (06:00 till 06:00) (including public holidays)

Failure to complete this form in full shall render the tender non-responsive and will be removed from any and all further contention

DESCRIPTION	EXPLANATION	GRADE
		GRADE C Day Shift
		GRADE C Night Shift

MONTHLY SALARY HOURLY EQUIVALENT RATE				
Ordinary time: 1) Primary Sec Officer	4 shifts per week (48 hours)	4 358.00	4 358.00	4 358.00
2) Relief Sec Officer	2 shifts per week (24 hours)	2 178.83	2 178.83	2 178.83
Sunday pay premium	4.333 Weeks p/m @ x 1.5	1 634.12	1 634.12	1 634.12
Public holiday premium	1 shift p/m @ x2	251.42	251.42	251.42
Leave provision	21 consecutive days leave	377.13	377.13	377.13
Sick Pay	1 shift p/m	377.13	377.13	377.13
Study leave	6 days per annum	188.57	188.57	188.57
Family respons. Leave	5 days per annum	157.14	157.14	157.14
Night shift allowance	5.5 Rand p/night shift work	N/A	N/A	182.50
Premium allowance	175 p/m	262.50	262.50	262.50
Provident fund	7.5 % of Fund Salary	490.28	490.28	490.28
Statutory annual bonus	Monthly salary	544.75	544.75	544.75
<b>SUB TOTAL</b>		<b>10 819.88</b>	<b>11 002.38</b>	
UIF	1 % of income	105.12	105.12	105.12
COID/WCA	4.07 % of income	427.84	427.84	427.84
Bargaining council levy	7 Rand	10.50	10.50	10.50



PSIRA fee	2.8 Rand	4.20	4.20
UNIFORM	1500 Rand p/p p.a	210.00	210.00
TRAINING	1 % of wage cost (SDL)	102.50	102.50
CLEANING ALLOWANCE	30 Rand p/m	45.00	45.00
<b>TOTAL DIRECT COST</b>		11 725.04	11 932,54
<b>SHARE OF OVERHEADS</b>	...40.... % direct cost	4 690.01	4 773.02
<b>TOTAL PER MONTH</b>		R 16 415.05	R 16 705.56

(A) Total per month R 33 120.61 X 12 months X 4 properties = R 1,589 789.28

(B) R 1,589 789.28 + % Profit = R

(C) (Total from row B) R + 15%VAT (if applicable) = R

(D) TOTAL FOR (First Year) = R

Kindly be advised to make provision for VAT on profit (row B) should you anticipate that your tender will reach a VAT bracket. The tender price submitted is binding even if you reach VAT bracket (no increment will be afforded).

SECOND YEAR

1 Security guard Grade C for day shift Monday to Sunday (06:00 till 06:00) (including public holidays)

1 Security guard Grade C for night shift Monday to Sunday (06:00 till 06:00) (including public holidays)

Failure to complete this form in full shall render the tender non-responsive and will be removed from any and all further contention

DESCRIPTION	EXPLANATION	GRADE C Day Shift	GRADE C Night Shift
<b>MONTHLY SALARY</b>			
<b>HOURLY EQUIVALENT RATE</b>			
Ordinary time: 1) Primary Sec Officer	4 shifts per week (48 hours)	4 567.00	4 567.00
2) Relief Sec Officer	2 shifts per week (24 hours)	2 283.32	2 283.32
Sunday pay premium	4.333 Weeks p/m @ x 1.5	1 712.49	1 712.49
Public holiday premium	1 shift p/m @ x2	263.48	263.48
Leave provision	21 consecutive days leave	395.22	395.22
Sick Pay	1 shift p/m	395.22	395.22
Study leave	6 days per annum	197.61	197.61
Family respons. Leave	5 days per annum	164.68	164.68
Night shift allowance	5.5 Rand p/night shift work	N/A	182.50
Premium allowance	270 fixed figure per month	405.00	405.00
Provident fund	7.5 % of Fund Salary	513.79	513.79
Statutory annual bonus	Monthly salary	570.88	570.88
Hospital cover	R100 per month	150.00	150.00
<b>SUB TOTAL</b>		<b>11 618.69</b>	<b>11 801.19</b>

UIF	1 % of income	98.34	98.34
COID/WCA	4.07 % of income	420.91	420.91
Bargaining council levy	7 Rand	10.50	10.50
PSIRA fee	2.8 Rand	4.20	4.20
UNIFORM	1500 Rand p/p p.a	187.50	187.50
TRAINING	1 % of wage cost (SDL)	98.34	98.34
CLEANING ALLOWANCE	30 Rand p/m	45.00	45.00
<b>TOTAL DIRECT COST</b>		<b>12 483.48</b>	<b>12 665.98</b>
SHARE OF OVERHEADS	...40.... % direct cost	4 993.39	5 066.39
<b>TOTAL PER MONTH</b>		<b>R 17 476.87</b>	<b>R 17 732.37</b>

(E) Total per month R 35 209.24 X 12 months X 4 properties = R 1, 690 043.52

(F) R 1, 690 043.52 + % Profit = R

(G) (Total from row F) R + 15%VAT (if applicable) = R

(H) TOTAL FOR (Second Year) = R

Kindly be advised to make provision for VAT on profit (row F) should you anticipate that your tender will reach a VAT bracket. The tender price submitted is binding even if you reach VAT bracket (no increment will be afforded).

**THIRD YEAR**

- 1 Security guard Grade C for day shift Monday to Sunday (06:00 till 06:00) (including public holidays)
- 1 Security guard Grade C for night shift Monday to Sunday (06:00 till 06:00) (including public holidays)

Failure to complete this form in full shall render the tender non-responsive and will be removed from any and all further contention

DESCRIPTION	EXPLANATION	GRADE C Day Shift	GRADE C Night Shift
MONTHLY SALARY HOURLY EQUIVALENT RATE			

Ordinary time: 1) Primary Sec Officer	4 shifts per week (48 hours)	4 786.00	4 786.00
2) Relief Sec Officer	2 shifts per week (24 hours)	2 188.33	2 188.33
Sunday pay premium	4.333 Weeks p/m @ x 1.5	1 794.75	1 794.75
Public holiday premium	1 shift p/m @ x2	276.12	276.12
Leave provision	21 consecutive days leave	414.17	414.17
Sick Pay	1 shift p/m	414.17	414.17
Study leave	6 days per annum	207.09	207.09
Family respons. Leave	5 days per annum	172.57	172.57
Night shift allowance	5.5 Rand p/night shift work	N/A	182.50
Premium allowance	270 fixed figure per month	658.50	658.50
Provident fund	7.5 % of Fund Salary	538.43	538.45
Statutory annual bonus	Monthly salary	598.25	598.25
Hospital cover	R150 per month	225.00	225.00
<b>SUB TOTAL</b>		12 273.40	12 455.90
UIF	1 % of income	104.84	104.84
COID/WCA	4.07 % of income	426.72	426.72
Bargaining council levy	7 Rand	10.50	10.50
PSIRA fee	2.8 Rand	4.20	4.20

UNIFORM	2650 Rand p/p p.a	331.25	331.25
TRAINING	1 % of wage cost (SDL)	104.84	104.84
CLEANING ALLOWANCE	30 Rand p/m	45.00	45.00
TOTAL DIRECT COST		13 300.75	13 483.25
SHARE OF OVERHEADS	...40.... % direct cost	5 320.30	5 393.30
TOTAL PER MONTH		R 18 621.05	R 18 876.55

(I) Total per month R 37 497.60 X 12 months X 4 properties = R 1,799,884.80

(J) R 1, 799 884.80 + % Profit = R

(K) (Total from row J) R + 15% VAT (if applicable) = R

(L) TOTAL FOR (Third Year) = R

Kindly be advised to make provision for VAT on profit (row J) should you anticipate that your tender will reach a VAT bracket. The tender price submitted is binding even if you reach VAT bracket (no increment will be afforded).

(M) TOTAL FOR (First Year) + (Second Year) + (Third Year) 36 MONTHS = R

(N) NB: The total cost of 36 months must be carried to Invitation to Bid: PA-32

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price) .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**\*Delete if not applicable** THIS FORM IS ALIGNED WITH SBD 3.1

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".  
Effective date September 2011  
Version: 1.0



## PART A INVITATION TO BID

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

BID NUMBER: **SM 25/2021** CLOSING DATE: **03/12/2021** CLOSING TIME: **11:00**

DESCRIPTION: **Term contract for provision of security services for safe guard of vacant properties in ZF Mgcawu District for 36 months on a month to month basis**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

**Reception: Corner Market Street and Phakamile Mabija Street, 21-23 Market Square building; Kimberley;8300**

OR POSTED TO:

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN: <input type="checkbox"/> Yes <input type="checkbox"/> No	OR CSD No: B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE ('ALL APPLICABLE TAXES)
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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER





Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

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

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

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

PA-10: General Conditions of Contract (GCC)

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

### NOTES:

The purpose of this document is to:

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

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

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

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

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

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

### 2. Application

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

### 3. General

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

### 4. Standards

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

### 5. Use of contract documents and information; inspection.

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



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

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

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

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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



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

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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

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

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

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

### 14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

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

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

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

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

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

### 16. Payment

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

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

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

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

### 17. Prices



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

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

### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

### 21. Delays in the supplier's performance

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

### 22. Penalties

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

### 23. Termination for default

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

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

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

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

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

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

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

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

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

### 25. Force Majeure

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation Programme (NIPP)**

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

**34. Prohibition of Restrictive Practices**

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

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

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

Name of Bidder	Signature	Date



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

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

<b>Project title:</b>	<i>Term contract for provision of security services for safe guard of vacant properties in ZF Mgcawu District for 36 months on a month to month basis</i>		
<b>Bid no:</b>	SM 25/2021	<b>Reference no:</b>	19/2/4/2/2/2022-24

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

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

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

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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



<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:  
.....  
.....

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

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

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

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

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  NO

3.11.1 If so, furnish particulars:

.....  
 .....

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

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

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

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.2	If so, furnish particulars:		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

**6. CERTIFICATION**

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

1. 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)

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 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			
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12			
13			
14			



## Resolution of Board of Directors: PA-15.1

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**

<b>ENTERPRISE STAMP</b>



## 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)



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

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

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

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

	Name	Capacity	Signature
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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
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15			

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

**Note:**

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

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

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

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".



## Preference Points Claim for Bids: PA-16

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

## 2. DEFINITIONS

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

## Preference Points Claim for Bids: PA-16

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

80/20                                  or                                  90/10

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

Where

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

$P_t$  = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

$P_{min}$  = 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)

Preference Points Claim for Bids: PA-16

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

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

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

8.1.1 If yes, indicate:

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

.....%

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

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

.....

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

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

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

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

9.6 COMPANY CLASSIFICATION

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

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

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

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

**WITNESSES:**

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

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	Term contract for provision of security services for safe guard of vacant properties in ZF Mgcawu District for 36 months on a month to month basis		
<b>Bid no:</b>	SM 25/2021	<b>Reference no:</b>	19/2/4/2/2/2022-24

### INTRODUCTION

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

---

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

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

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 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.

Name of Bidder	Signature	Date	Position

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

### **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](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>
Clothing _____ _____ %	<u>100-%</u>
_____	_____ %
_____	_____ %

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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
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 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](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	

**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.**



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

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

**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 C

## Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tending Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

Pula  EU  GBP

**Note: VAT to be excluded from all calculations**

Tender item no's	List of items	Calculation of local content					Local content % (per item)	Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Clothing										

Signature of tenderer from Annex B \_\_\_\_\_

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

(C20) Total tender value R 0  
 (C21) Total Exempt imported content R 0  
 (C22) Total Tender value net of exempt imported content R 0  
 (C23) Total Imported content R 0  
 (C24) Total local content R 0  
 (C25) Average local content % of tender R 0

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

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

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

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

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

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

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

### 2. DECLARATION:

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

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

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

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

<b>Project title:</b>	<i>Term contract for provision of security services for safe guard of vacant properties in ZF Mgcawu District for 36 months on a month to month basis</i>		
<b>Tender / quotation no:</b>	SM 25/2021	<b>Closing date:</b>	03/12/2021
<b>Advertising date:</b>	12/11/2021	<b>Validity period:</b>	90 days

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

#### 1.1. Current projects

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



**1.2. Completed projects**

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

Name of Tenderer	Signature	Date





## **ANNEXURE "A"**

### **TERMS OF REFERENCE**

#### **TERM CONTRACT FOR RENDERING OF SECURITY SERVICES IN: NORTHERN CAPE: ZF MGCAWU DISTRICT FOR A PERIOD OF THIRTY SIX (36) MONTHS; ON A MONTH TO MONTH BASIS**

1. Tenderers must be in position to resume duty immediately after the acceptance of the tender.
2. Tenderers must furnish the Department with its Company profile comprising of the following particulars, but not limited to:
  - 2.1 Where their Head Quarters are situated.
  - 2.2 Name, address and telephone numbers of bank or other Financial Institutions which manages the tenderer's finances.
  - 2.3 Consent that financial institutions may answer financial inquiries and supply statements on request for the company and on site employees
  - 2.4 The names, physical address, telephone numbers and identity numbers of directors if it is a company, all partners where persons, Partnership or closed corporations tender.
  - 2.5 Proof of training/ experience and/ or a condensed description of the training/experience at the tenderer's command must accompany the tender.
3. Tendering private security companies must meet the following minimum standards:
  - 3.1 The tendering company must be officially registered with Companies and intellectual property commission. Tenders must also provide satisfactory proof of registration as employer with the Compensation Commissioner if become a successful bidder.
  - 5.2 The company, all its director and members must be registered in terms of Section 20 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001).
  - 5.3 All security officers supplied by the company must be registered as security officers in terms of Section 20 of the Private Security Industry Regulation Act and must also be trained to the standard set by the PSIRA and by a training center accredited by PSIRA.



- 5.4 Security officers in the employ of the company must be paid the minimum wage according to the National minimum wage Act, 2018. The institution will have no responsibility for wage negotiation of contract security officers but will enforce compliance.
- 5.5 Tenderers must undertake to provide a certain and reasonable number of additional staff as can be requested during crisis situations. The company must, in order to ensure the continuity of the service allocate specific personnel to specific sites (only to be changed with the prior consent of the security manager of the institution).
- 5.6 The Department of Public Works and Infrastructure only pays for the services rendered and will do this within thirty (30) days after the services has been rendered. This means that the contractor will have to arrange for a loan (in advance if he/she do not have funds to pay employees) in order to pay his/her employees on the last day of the first month. The contractor will have to produce this proof before accepting the offer. The department reserves the right to ensure compliance with the above.
- 5.7 The company must have a well-established and equipped 24 hour security control room.
- 5.8 The company must have a Supervisor immediately available on a 24 hour basis to react in the event of emergencies.
- 5.10 The Department reserves the right to have the contractor, Directors and security officers vetted. The vetting level would be determined by the Department, depending on the sensitivity of the office or sites where services are to be rendered.

## **ANNEXURE "B"**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.
  - 1.1 The Company must agree to the following;
    - Reliability checks by the relevant National Intelligence Structure (as determined in section 2A of the National Strategic Intelligence Act 1994) on the company and every director of the company or legally assigned member of the company prior to the signing of any contract;



- signing of a Declaration of Secrecy by the above mentioned persons;
  - signing of legal indemnities with regards to the services to be rendered (e.g. damage to property of third parties, loss of life or injury to be sustained by the security personnel during the execution of their duties and any other legal claims resulting from acts or omissions committed by security personnel against third parties);
  - **Inspection at any time of the services to be rendered by security officials in the employ of the institution (including registers, occurrence books, equipment used, etc.);**
  - shifts worked by security officers must not be longer than **12 hours**;
  - Security officers must be issued with appropriate equipment to enable them to properly execute their duties.
  - Adherence to all internal security policies and procedures of the institution.
2. The service provider shall take the necessary steps to ensure the execution of the contract as agreed in the contract. This steps will include the following:
- 2.1 The protection of state property against theft and vandalism on the site.
  - 2.2 The protection of personnel against injuries, death or any offence, including offences referred to in schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
  - 2.3 The service provider must provide the security personnel required for the successful rendering of service as stipulated in the tender document.
3. The term contract for provision of security services on the vacant properties must not create an impression that the security service provider is entitled to be given property to safe guard for him/her to keep the business floating.
- 3.1 The appointment at the vacant site will happen on a departmental needs.
  - 3.2 The thirty six months appointment letter is issued to make a provision for the department to have a better planning and to react effectively and efficiently to any situation that might arise.



#### 4. AWARDING OF STATE CONTRACTS

**The state reserves right to make an award or a contract to more than one supplier to address product availability, equitable distribution of opportunities and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.**

**In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.**

5. It is the responsibility of the service provider to ensure that security personnel is assigned to project the following requirements at all times:

- Are in possession of at least grade 10
- communicate, read and write at least in English and one additional
- not younger than 18 years;
- at least one month relevant experience as security officers;
- physically healthy and medically fit;
- Must always present an acceptable image and appearance.

#### 4. Security Officer's Duties.

4.1 The following duties must be performed by the security officers of the company or close corporation:

- To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
- to perform access control duties, patrol premises and execute functions as determined by the security manager of the institution (including the safeguarding of personnel, property and information);
- to record security breaches/incidents/events in an occurrence register and report such breaches/incidents/events to the security manager of the institution and their own supervisors;
- guards must be inspected once per day (weekends and public holidays included) and twice per night by supervisors;



- Regular reports must be made by radio to the security control room of the company or close corporation, or/as well as the security control room of the institution (as the case may be).
- 4.2 The abovementioned duties must be performed to the satisfaction of the security manager of the institution.
  - 4.3 Contract security officers of the company or close corporation must not be allowed access to **IT networks, registries, communication networks or any other sensitive area/zone of the institution**. Key control must also not form part of their responsibilities.
  - 4.4 There must be constant liaison with regards to all security related issues between the company or close corporation and the security manager of the institution.
  - 4.5 Final control and responsibility with regards to security will remain with the security manager of the institution.

## **5. SUPERVISORS**

- 3.2 Supervisor must be in possession of at least grade 10 and grade B PSIRA certificate.
- 5.2 Supervisor must have a good grounding in their post descriptions and duties.
- 5.3 Supervisors must at all times be capable of leading /controlling and supervising their subordinates.

## **6. SECURITY OFFICERS**

- 6.1 Security officers must be in possession of at least grade 10.
- 6.2 Security officers should be able to communicate in at least in English.
- 6.3 Security officers must be over 18 years of age.
- 6.4 Security officers must not have criminal records especially theft, fraud, rape, etc.
- 6.5 Security guards must have been initially screened by the service provider before commencement of the contract.



## 7. The following general requirements apply:

- 7.1 Supervisors and security officers must have undergone and passed formal security training.
- 7.2 At all times supervisors and security officers must present an acceptable image/appearance.
- 7.3 Supervisors and staff must at all times present a dedicated attitude/ approach to security, which attitude/ approach shall imply inter alia that there shall be. No unnecessary arguments with visitors, stall or discourteous behavior towards them.
- 7.4 Supervisors and staff must be physically healthy and mentally fit for the execution of their duties.
- 7.5 Supervisors and security officers must sign an undertaking in which they **declare that they will refrain from any action which might be to the detriment of the State.**
- 7.6 Supervisors and security officers are prohibited from **reading documents or records in Departmental offices or unnecessary handling thereof.**
- 7.7 No information concerning state activities may be furnished to the public or media by the service provider and/ or his employees.
- 7.8 The State reserves the right to ascertain from the **South African Police Service/State Security Agency** whether security personnel in his/her employ have been cleared or to ascertain their registration with relevant bodies.
- 7.9 The service provider undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of:
  - 7.9.1 Uniform, neat and clearly identifiable uniform of the company, of which uniform will include matching rain coats and overcoats.
  - 7.9.2 Clear identification card of the company with the member's identity and file numbers on it, accompanied by his PSIRA registration card.

## 8. SERVICE AIDS

Service aids to be worn on the person at all times on duty hours:





- Baton
- Handcuffs
- Whistle
- Pocketbook
- Pen
- Torch (at night)
- Radio
- Hand held scanners

8.1 At his/her headquarters the service provider must keep available for inspection by representative of the State, proper staff files as well as all appropriate documents of all security personnel who are employed for the rendering of the service to the state by the service provider and be available for inspection by the Department of Public Works.

8.2 The appropriate documents will include the following:

- Registration certificate
- Medical certificates (where necessary)
- Security Clearance

8.3 The service provider must ensure that the following security aids, if specified, are available at all times at each site where he renders a security service in terms of the agreement.

## 9. OCCURRENCE BOOK

**PURPOSE:** The purpose is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

### 9.1 COMPULSORY OCCURRENCE BOOK ENTRIES:

- The security personnel on duty must make the following entries on the Occurrence book:
- All **listed routine procedures** such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed by whom and the time of commencement. These entries must be made clearly legible in black.
- **All occurrences**, however important, slight or unusual with reference to the correct time and relevant action taken must be noted.
- All **security personnel activities**, especially deviations in respect of the duty list, indicating particulars of the personnel and relevant time.



- **Issue and receipt of keys**, indicating the time and by whom they were received or delivered.
- **Locking and unlocking** of gates, doors, etc. indicating the time and by whom locked or unlocked.
- **Handing-over** of shifts, mentioning all names of personnel and accompanying equipment's and aids. In this case, personnel taking-over as well as personnel handing-over must sign the entry.
- **Occurrence book read:** After the changing over shifts, the first level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.

**NB: Under no circumstances** may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.

**10. STORAGE OF OCCURRENCE BOOKS:** The service provider shall store the fully entered on the occurrence books for a **period of five years if they supply such OB's.**

#### **11. ACCESS CONTROL REGISTERS OR FORMS**

The purpose of the admission Control Registers/forms is to have the information available at all times regarding persons and vehicles accessing the site within a specific period.

##### **11.1 PEDESTRIAN ACCESS CONTROL REGISTER/FORMS**

These forms must be completed correctly and legibly by the security officers on duty and shall make provisions for the following:

- Date of visit
- Admission and exit time of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Name of person to be visited
- Purpose of visit
- Brand, caliber and serial number of the fire arm (if any)
- Signature of visitor



## 11.2 VEHICLE REGISTRATION/FORMS

This form must be completed correctly and legibly by security officers on duty and shall make provisions for the following:

- Date of visit
- Access and exit time of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Name of person to be visited
- Purpose of visit
- Brand, caliber and serial number of the fire arm (if any)
- Signature of visitor
- Registration of the vehicle
- Number of passengers
- Signature of the driver

**11.3** The service provider must store these registers or forms for a period of five years (All registers must be handed over to the Department annually).

## 11.4 NOTE/ POCKET BOOKS

The purpose of the notebook is to record all incidents occurring or observed by a security officer on duty for later reference. All occurrences/incidents regardless of importance, slight or unusual, referring to the following: reporting on and off duty, time of occurrence or event, extent of occurrence/incident, relevant occurrence book serial number and follow-up actions taken in respect of occurrence or event.

11.4.1 All relevant information noted down in the notebook must immediately or directly after return be copied into the occurrence book.

11.4.2 The service provider must store the fully entered on the notebooks for a period of 5 years.

## 12. DUTY LIST

12.1 The purpose of a duty list is to serve as proof at all reasonable times that all personnel who should be on duty per shift are indeed on duty.

12.2 Daily, weekly or monthly duty list of all security personnel on duty must be drawn up by the contractor and kept in the security control room each site where such service is rendered.



- 12.3 Any changes to the duty list shall be crossed out by a single line, initialed (preferably by a senior), dated and noted in the occurrence book.

### **13. DUTY SHEET**

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required from the contract. The contractor must have available at the site a fully expounded duty sheet per duty point.

### **14. LOST ARTICLES**

Lost articles and those articles found on site and for which ownership cannot be established immediately. These must be handed in at Departmental representative's office against a signature on the occurrence book.

No deliveries of lost articles shall be made by security personnel. The necessary arrangements shall be made by Departmental representative.

### **15. LABOUR UNREST INCIDENTS**

This is when the Departmental personnel on site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

Labour unrest at the site: If the service is interrupted or temporarily deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.

### **16. CHECKING OF SERVICE**

- 16.1 The checking of service shall be done by supervisory staff at the site as well as by the service provider himself at least at quarterly basis.
- 16.2 The state reserves the right to check the service rendered by the service provider at any time in order to ensure that the service is rendered in accordance with the conditions of contract and the site specifications.
- 16.3 The state reserves the right from the contractor without furnishing any reason that any of his/her employees be replaced in which case the employee must leave the site forthwith. The state will not be held responsible for any damage



or claims which may arise because of this and is indemnified against any such claims and legal expenses.

- 16.4 The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the contract.
- 16.5 All personnel shortages must be noted in the occurrence book.
- 16.6 The service provider will be held liable for any damage or loss suffered by the state as a result of the contractor's own or his/her employee's negligence or intent which originated at the site.
- 16.7 The state is indemnified against any liability, compensation or legal expenses in respect of the following cases:
  - 16.7.1 Loss of life or injury which might be sustained by the security personnel during the execution of their duties.
  - 16.7.2 Damage or destruction of any property of the service provider during the execution of their duties.
  - 16.7.3 Any legal costs that might arise from failure or acts committed by security personnel against third persons.

## 17. LIABILITY CLAUSE

The service provider must at his/her own expenses take out sufficient insurance against any claims, costs, loss and/ or damage ensuing from his/her obligations and shall ensure that such insurances remain operative for the duration of this agreement.

**A copy of such insurance contract** must be handed to the Departmental representative on the commencement of the service. Evidence that such insurance premiums have indeed been paid must be furnished annually.

- 17.1 The service provider may not, unless specified by the contract make use of the state's equipment, aids and or property for purpose of compliance with the conditions, which equipment, aids or property include inter alia vehicles, stationary, fire arms, rooms and furniture.
- 17.2 The water and electricity required for the rendering of service shall be provided free of charge by the state.



- 17.3 The service provider is responsible for the training of security personnel at the site in respect of the application of the guide lines of the emergency plan applicable for the specific site.
- 17.4 All the keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.
- 17.5 Under no circumstances is a security personnel allowed to carry on any trading on the premises.

## **18. PRO-RATA DECREASE OF PAYMENT**

- 18.1 If at any time the service is not rendered in accordance with the conditions of contract or the specifications (for an example number of officers do not make a full complement), the right is reserved to adjust payment pro-rata.
- 18.2 Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be condemnation, waiving or ratification of such departure, breach or failure to comply unless such condemnation, waiving or non-fulfillment has been agreed to in writing through the agency of the State Tender Board.

## **19. TERMINATION OF SERVICE DUE TO NON COMPLIANCE**

- 19.1 The stipulation of the General Conditions and special condition of the contract procedures apply in particular to cases of any failure to comply with any of the conditions of contract or where an unsatisfactory service is rendered.
- 19.2 The service provider will be terminated immediately should the contractor no longer qualify as Security Service Provider in terms of PSIRA.
- 19.3 The service provider must immediately notify the state should he or any member of his security personnel no longer meet the qualifications or conditions of PSIRA.
- 19.4 The service provider must immediately remove from site and replace any of his security officers who no longer qualify as a security officer in terms of PSIRA.
- 19.5 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent the department and service provider.
- 19.6 Should the service provider alienate his rights and liabilities in terms of this contract; he/she must notify the Department of Public Works so that the necessary steps for the administration of the contract can be taken.



- 19.7 Should the service provider fail to pay his/her security personnel in accordance with the PSIRA Regulation and/ or as per agreement between the Department of Public Works and Infrastructure and the service provider.
- 19.8 Should the service provider fail to post on duty the agreed number of security personnel with the required equipment.

**Department of Public Works and Infrastructure reserves the right to end the contract at any stage with one month notice if the Department has reasons to believe that the services are rendered unsatisfactorily.**

## **20. TERMINATION OF CONTRACT DUE TO CHANGE IN REQUIREMENTS**

**This contract will remain on effect on the basis that the situation in the Republic of South Africa remain the same with regards to the peace and stability.**

### **ANNEXURE "B"**

#### **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: SPECIFICATIONS**

##### **NORTHERN CAPE**

A twenty four hour service that consists of:

(a) Night shift including weekends and Public Holidays (18h00-06h00)

1 Security officer Grade C, D, E or as determined by the posting

(b) Day shift including weekends and Public Holidays (06h00- 18h00)

1 Security officer Grade C, D, E or as determined by the posting

#### **2. DUTIES OF OFFICERS**

- 2.1 To safeguard the State and Assets' (Department: Public Works) and control of access to Public Works and Infrastructure Premises and vehicles, Act 53 of 1985.
- 2.2 To patrol the premises concerned, exercise crowd control (personnel protection included)



- 2.3 To record incidents in an occurrence register and to inform the Head of the office as well as the supervisor/ service provider of such incidents.

### **3 GENERAL**

- 3.1 Officers must be inspected once per day (weekends and Public holidays included) and once per night by the contractor.
- 3.2 A direct communication must be established between the Departmental representative and the manager of the service provider.





**GOODS AND SERVICES SERVICE PROVIDER TIPS: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.**

1. **PA - 32 INVITATION TO BID** – the total bid price calculated on the bill of quantities and/or PA 30.1 **MUST** be transferred to the PA-32 form and completed at the bottom right corner.
2. **PA - 11 DECLARATION OF INTEREST** – declare any work completed and currently busy within the past twelve (12) months (if, *tick YES on point 3.8. Furnish the details*).
3. **PA - 11 DECLARATION OF INTEREST** – declare any related company interest including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 3.11. Furnish the details*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, BBBEE status level of contribution claimed indicated in sec 6, 1.1 according to the entities BBBEE Level (i.e. for 80/20, Level 1 = **20** points, indicate 20 as maximum claimed).
5. **ORIGINAL OR CERTIFIED BBBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory
6. **ORIGINAL OR CERTIFIED BBBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited [www.sanas.co.za](http://www.sanas.co.za) under accredited organizations
7. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.
8. **CRIMINAL RECORD AND RELATED FINDINGS AGAINST DIRECTORS** – Ensure upfront disclosure of criminal convictions of directors if any.
9. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals thought out the BOQ

Please ensure that you completely fill in the document, where not sure kindly contact this office for assistance, should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.

## DPWI SCAM ALERT!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo  
Telephone number: 053 8385359  
Email: [Wendy.Khumalo@dpw.gov.za](mailto:Wendy.Khumalo@dpw.gov.za)

Ms Gail Aysen  
Telephone number – 053 8385221  
Email – [Gail.Aysen@dpw.gov.za](mailto:Gail.Aysen@dpw.gov.za)