

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

| | |
|-----------------------|---|
| Project title: | Plumbing Services (month to month for maximum of 6 months) – Area 3 |
|-----------------------|---|

| | | | |
|--------------------------|----------------|-------------------------|------------------|
| Quotation no: | 500H/P03 | Reference no: | N/A |
| Advertising date: | 04 / 09 / 2023 | Closing date: | 19 / 09 / 2023 |
| Closing time: | 11H00 | Validity period: | 30 Calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **SO 2** or higher.

**Select tender value range and select class of construction works” or select “Not applicable” where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **SO 2** or higher.

**Select tender value range and select class of construction works” or select “Not applicable” where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

| Functionality criteria ¹ : | Weighting factor: |
|---------------------------------------|-------------------|
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| Total | 100 Points |

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

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”.

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|--|
| 1. | An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. Corrections to be crossed out and initialled. |
| 4 | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07 (EC). |
| 5 | <input checked="" type="checkbox"/> | <p>Bidders must demonstrate proof of working experience by listing a minimum of 3 completed projects clearly indicating the project description, contract value and contract period. The minimum contract value per project must be R150 000.00. The bidder must provide purchase order or letter of appointment or SLA. Each purchase order or letter of appointment or SLA must be accompanied by a reference letter from the employer.</p> <p>Each reference letter must be on an employer letterhead, signed and stamped with clear contact details and name of the employer. The department retains the right to contact the references and it is the responsibility of the bidder to ensure that the contact details provided on the reference letter are current and contactable when submitting the bid.</p> |
| 6 | <input type="checkbox"/> | Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. |
| 7 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |
| 8 | <input type="checkbox"/> | <p>Submission of DPW-16.1 signed by the authorised official and completion of bid briefing attendance register.</p> <p>insert motivation why the tender clarification meeting is declared compulsory</p> |
| 9 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 10 | <input checked="" type="checkbox"/> | All parts of tender document submitted must be fully completed in black ink and signed where required. |
| 11 | <input checked="" type="checkbox"/> | Pricing schedule must be duly completed. |
| 12 | <input checked="" type="checkbox"/> | Bidder must submit fully completed DPW-09. |

4.2. Indicate administrative responsiveness requirements applicable for this tender.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's. |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure |
| 4 | <input type="checkbox"/> | Submission of PA-16.1 (EC): Ownership Particulars |
| 5 | <input type="checkbox"/> | Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data. |
| 6 | <input type="checkbox"/> | Data provided by the Service Provider (C1.2.3) completed. |

| | | |
|----|-------------------------------------|--|
| 7 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any |
| 8 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required. |
| 9 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 10 | <input type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 11 | <input checked="" type="checkbox"/> | Submission of (PA-16): Presence Point Claim Form in term of the Preferential Procurement Regulation 2022. |
| 12 | <input checked="" type="checkbox"/> | A trust, consortium or joint venture (including unincorporated consortia and joint venture) must submit a consolidated B-BBEE Certificate issued by SANAS accredited service provider. |
| 13 | <input type="checkbox"/> | Submission of (PA-40) Declaration of Designated Groups for Preferential Procurement. |
| 14 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 15 | <input type="checkbox"/> | Specify other responsiveness criteria |

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |
| 2 | <input checked="" type="checkbox"/> | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider |

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

| | |
|---|---|
| <input type="checkbox"/> Method 1 (Financial offer) | <input checked="" type="checkbox"/> Method 2 (Financial and Preference offer) |
|---|---|

5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The

information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider

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will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

| | | | |
|-----------------------|-----|----------------|-----|
| Venue: | N/A | | |
| Virtual meeting Link: | N/A | | |
| Date: | N/A | Starting time: | N/A |

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

| | | | |
|-----------------------------|-----------------|----------------------|----------------|
| DPWI Project Manager | Lee-Roy Anthony | Telephone no: | (021) 402 2424 |
| Cellular phone no | (067) 414 7081 | Fax no: | N/A |

| | |
|---------------|----------------------------|
| E-mail | Lee-Roy.Anthony@dpw.gov.za |
|---------------|----------------------------|

9.2. SCM enquiries may be addressed to:

| | | | |
|--------------------------|---------------------------------|----------------------|----------------|
| SCM Official | Mr. Songezile Hobongwana | Telephone no: | (021) 402 2078 |
| Cellular phone no | | Fax no: | |
| E-mail | Songezile.hobongwana@dpw.gov.za | | |

10. DEPOSIT / RETURN OF QUOTATION 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 Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

| | | |
|--|------------------|--|
| <p>Tender documents may be posted to:</p> <p>Attention: Procurement section:</p> | <p>OR</p> | <p>Deposited in the tender box at:</p> <p>HAND DELIVERED: QUOTATION BOX CUSTOMS HOUSE GROUND FLOOR LOWER HEERENGRAGHT STREET CAPE TOWN</p> |
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Scope of Work to Be Done

(As Per Pricing Schedule)

SCHEDULE-ONE (1)

1. EXCAVATIONS

Excavate carefully in all materials for trenches to expose defective pipe, select, backfill, compact and dispose of all surplus material on completion. Allow for working space, plant, fault finding, shoring and dewatering as required and supply any shortfall of clean earth where required.

Payment for excavations will be limited to the length of the defective pipe being replaced plus maximum of 500mm working space on both ends of pipe to be replaced (secondary trenching to be allowed for). Excavations will only be paid at one of the following rates depending on the category in which the average depths fall.

2. EXTRA OVER FOR ITEM 1

Hack up, remove and reinstate to original state on completion of services to match the existing on completion of repairs. Payment for this item will be limited to the actual quality of material removed to the line and length of excavation done including working space as described above. Payment will only be made at one of the following rates, depending on the type of material and average thickness of material being replaced.

3. PIPE WORK

3.1 HIGH PRESSURE PIPES

Replace pipe work to match the existing - inclusive of all couplings, adaptors, tees, bends, holder bats and concrete thrust blocks etc. as well as leak detection where required. Where Asbestos pipes burst the leaks are repaired with an equal diameter, length to be replaced to a full length of standard 6meter uPVC pressure pipe including all connectors.

3.2 UNDERGROUND DRAINAGE PIPES

Replace pipe work to match the existing inclusive of all couplings, adaptors, tees, bends, gulleys, inspection eyes, rodding eyes, holder bats etc. where necessary. Where clay or asbestos pipes burst the leaks are repaired an equal diameter, length to be replaced to a full length of standard 6meter heavy duty UG drainage pipe including connectors.

3.3 STORM WATER PIPES:

Replace pipe work to match the existing and to be inclusive of all couplings, adaptors, tees, bends, holder bats etc. where necessary. Where clay or asbestos pipes burst, leaks are repaired an equal diameter, length to be replaced to a full length of standard 6meter pipe including connectors.



4. HOT WATER CYLINDERS (GEYSERS)

Replace horizontal/vertical multi pressure/combo Kwikot Geyser or Similar SANS approved electrical hot water cylinders, to include the pressure reducing valves, air pressure relief valves, vacuum breakers, electrical isolator, drip tray, copper pipes if not already available. All new installations to bear the SANS (SABS) approval. The installation to be done in strict accordance with the manufacturer's instructions.

Plumber year of license to be indicated on Hot water cylinders and Guarantee (to be submitted with invoicing to the Department). Supply and install copper bonding between cylinder and cold water pipes to earth cylinders. All electrical work must be executed by a qualified electrician, compliance Certificate is required for all new installations.

NOTE: No polycop or PVC to be used on the hot water System.

Sundries Extras for Hot Water Cylinders

Opening of roof spaces to gain access to cylinders and to close and reinstate to match existing after Hot Water cylinders replaced. Remove all redundant/ replaced cylinders from site. (Note do not leave old cylinders in the ceiling).

All copy's to be certified by the SAPS.

5. VALVES

Replacement of valves to match the existing and must be inclusive of all couplings, adaptors and concrete thrust blocks.

6. SEWERAGE & STORMWATER BLOCKAGES

Unit price for the unblocking of sewer lines and the emptying of septic tanks must include the use of any tools or assisting apparatus such as jetting machine, vacuum pumping trucks, drain rods, pumps, drain cleaning mechanisms etc....

SCHEDULE-TWO (2)

1. LABOUR

The labour rates for artisan and general worker must be market related. Labour Rates to be based on a flat rate for all Hours worked on site for staff. The following to be included: transport and team plus time to work place, medical contributions, UIF Stamps, Public Holidays and weekends working time for actual time spent on site to complete task. Each task to have a standard team of 1 artisan and 2 general workers. Extra labour to be requested pending approval.



2. MATERIAL

Non-schedule material to be used for the work (certified copies of supplier invoices to be attached).

3. TRANSPORT

Transport rates are to be based on the latest South African Revenue Service (SARS) prescribed rate per kilometer. The SARS prescribed rate in respect to travelling allowance must be used as the minimum rate claimed by the contractor when claiming for kilometers travelled. The prescribed rate can be found under the sub-heading "Travel Allowances" in the PDF document "Guide for Employers in Respect to Allowances" on the SARS website using the following link: <https://www.sars.gov.za/businesses-and-employers/government/tax-and-government-employees/>

4. MAJOR PLANT

Original Supporting document from a hiring company (all copies to be certified by SAPS or commissioner of oath).

Minor plant that cannot be claimed for: Small plate compactors, water pumps, leak detection apparatus, high pressure water jet machines, jack hammer, scaffolding, extension leads, all hand tools, all hand power tools and various small tools.

Major Plant examples are: Digger loaders, Excavators, any large compactors, rollers, large concrete mixers and High voltage generators.

Western Cape Region Areas to be serviced

Definition of Core Areas Applicable to this Contract

AREA 3: WEST COAST DISTRICT

BORDERED BY AND INCLUDING: Core Town: Vredenburg

Vredenburg; Saldanha Bay; Veldrif; Langebaan; Langebaan Road; Yzerfontein; Donker Gat
Defence;

OUTSIDE MAIN CORE TOWN/AREA:

Laaiplek; Vredendal; Van Rhynsdorp; Lamberts bay; Clan William; Citrusdal; Elands Bay
Hopefield; Pieketsberg; Lutz Ville; Klawer; Aurora; Atlantis; Mamre

END of Scope of Work to Be Done.

PRICING SCHEDULE

- All unit rates of Schedule-one (1) must be inclusive of material, labour and transport.
- For each Item number see attached Scope of Work document.
- Pricing Schedules must be fully and duly completed and must be submitted with the tender document.

| DESCRIPTION (SUPPLY & DELIVERY) | QUANTITY | UNIT MEASUREMENT | TOTAL UNIT PRICE EXCLUDING VAT |
|--|----------|------------------|--------------------------------|
| SCHEDULE-ONE (1) | | | |
| 1. EXCAVATIONS | | | |
| 1.1 Over 0.0m and up to 1.0m Deep | 1 | M ³ | R |
| 1.2 Over 1,1.0m and up to 2.0m Deep | 1 | M ³ | R |
| 1.3 Over 2,1.0m and up to 3.0m Deep | 1 | M ³ | R |
| 1.4 Over 3,1.0m and up to 4.0m Deep | 1 | M ³ | R |
| | | | |
| 2. EXTRA OVER FOR ITEM 1 | | | |
| 2.1 0.0mm up to 100-150mm thick reinforced concrete | 1 | M ³ | R |
| 2.2 0.0mm up to 300mm compacted gravel surfaces | 1 | M ³ | R |
| 2.3 Breaking and reinstating of inspection chambers walls (manhole/catch pit) and to make good and reinstate on completion | 1 | M ² | R |
| 2.4 Breaking and reinstating of Tarred surfaces | 1 | M ² | R |
| 2.5 Erecting and removing of Shoring from 1.2m-6m | 1 | M ² | R |
| | | | |
| 3. PIPE WORK | | | |
| 3.1 High Pressure Pipes | | | |
| 3.1.1 65mm Diameter Galvanized threaded pipe | 1 | M | R |
| 3.1.2 75mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.3 90mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.4 110mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.5 160mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.6 200mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.7 250mm Diameter Class 12 UPVC Piping | 1 | M | R |
| 3.1.8 315mm Diameter Class 12 UPVC Piping | 1 | M | R |
| | | | |
| 3.2 Underground Drainage Pipes | | | |
| 3.2.1 110mm Diameter UG drainage Piping | 1 | M | R |
| 3.2.2 160mm Diameter UG drainage Piping | 1 | M | R |
| 3.2.3 200mm Diameter UG drainage Piping | 1 | M | R |
| 3.2.4 250mm Diameter UG drainage Piping | 1 | M | R |
| | | | |
| | | | |
| | | | |

PRICING SCHEDULE

| DESCRIPTION (SUPPLY & DELIVERY) | QUANTITY | UNIT MEASUREMENT | TOTAL UNIT PRICE EXCLUDING VAT |
|---|----------|--------------------|--------------------------------|
| 3.3 Storm Water Pipes | | | |
| 3.3.1 315mm Diameter PVC pipe | 1 | M | R |
| 3.3.2 400mm Diameter PVC pipe | 1 | M | R |
| | | | |
| | | | |
| 4. HOT WATER CYLINDERS (GEYSERS) | | | |
| 4.1 150 Litres Hot water cylinder | 1 | each | R |
| 4.2 200 Litres Hot water cylinder | 1 | each | R |
| 4.3 250 Litres Hot water cylinder | 1 | each | R |
| 4.4 450 Litres Hot water cylinder | 1 | each | R |
| 4.5 Opening of roofs spaces to gain excess to cylinders and to close and reinstate to match existing after Hot Water cylinders replaced. | 1 | M ² | R |
| | | | |
| | | | |
| 5. VALVES | | | |
| 5.1 22mm Brass Stopcock | 1 | each | R |
| 5.2 32mm Gate Valve Brass | 1 | each | R |
| 5.3 40mm Gate Valve Brass | 1 | each | R |
| 5.4 50mm Gate Valve Brass | 1 | each | R |
| 5.5 65mm Gate Valve Brass | 1 | each | R |
| 5.6 80mm Gate Valve Brass | 1 | each | R |
| 5.7 100mm Flange to Flange Gate Valves | 1 | each | R |
| | | | |
| | | | |
| 6. SEWERAGE & STORMWATER BLOCKAGES | | | |
| 6.1 Clear out entire blockage in sewer system from manhole to manhole PER 30m apart (irrespective of how many manholes are within the 30m length) | 1 | Manhole To Manhole | R |
| 6.2 Clean blocked full bores from top to bottom of downpipe in multi storey building. | 1 | each | R |
| 6.3 Clear entire blocked storm water drainage system including all storm water manholes and catch pits to other buildings. | 1 | Manhole To Manhole | R |
| 6.4 Vacuum Pumping - Emptying out septic tank | 1 | Per Kilo Litre | R |
| | | | |
| | | | |
| END OF SCHEDULE-ONE (1) | | | |
| | | | |

PRICING SCHEDULE

| DESCRIPTION (SUPPLY & DELIVERY) | QUANTITY | UNIT MEASUREMENT | TOTAL UNIT PRICE EXCLUDING VAT |
|--|----------|------------------|--------------------------------|
| SCHEDULE-TWO (2) (NON-SCHEDULE WORK) | | | |
| 1 LABOUR | | | |
| 1.1 Artisan | 1 | R/Hour | R |
| 1.2 General Worker | 1 | R/Hour | R |
| 2. MATERIAL | | | |
| 2.1 Percentage mark up for the material (Max at 20%) (Provisional Amount: R20 000.00) | _____ % | R20 000.00 | R |
| 3. TRANSPORT | | | |
| 3.1 R/KM rate for distance travelled from 80km radius outside core town to site and back. | 1 | R / KM | R |
| 4. MAJOR PLANT | | | |
| 4.1 Percentage mark up for Major Plant (Max at 20%) (Provisional Amount: R20 000.00) | _____ % | R20 000.00 | R |
| END OF SCHEDULE-TWO (2) | | | |
| SCHEDULE-ONE (1) SUB-TOTAL | | | R |
| SCHEDULE-TWO (2) SUB-TOTAL | | | R |
| VAT 15% (If VAT Vendor) | | | R |
| GRAND TOTAL OFFER (TO BE CARRIED OVER TO THE DPW-07) | | | R |

NB: FAILURE TO TRANSFER GRAND TOTAL AND SUB-TOTALS AND VAT AMOUNT (IF VAT REGISTERED) TO SUMMARY PAGE AND FAILURE TO TRANSFER GRAND TOTAL AMOUNT TO DPW-07 (FORM OF OFFER) WILL RESULT IN ELIMINATION OF BID.

SUMMARY PAGE

| | | | |
|--------------------|-----------------------------|------------|----------|
| | SUMMARY | | |
| SCHEDULE 1: | SUB TOTAL | | R |
| SCHEDULE 2: | SUB TOTAL | | R |
| | | | |
| | VAT (if Registered) | 15% | R |
| | | | |
| | Grand Total | | R |

VAT Registration No : _____ (if applicable)

Grand total to be carried over to DPW 07 (FM) Offer and Acceptance form in document failing to do so will deemed to be a non-responsive bid.

TAKE NOTE that once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule 1 or 2 Non-Schedule)

- 1 This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
- 2 All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

| | |
|-------------------------|--|
| NAME OF Bidder: | |
| ADRESS: | |
| | |
| | |
| CONTACT DETAILS: | |
| OFFICE No: | |
| FAX No: | |

SIGNED _____ **DATE** _____

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

| | | | |
|-----------------------|-----------------------------------|----------------------|--|
| Project title: | <i>Insert project description</i> | | |
| Tender no: | | Reference no: | |

OFFER

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

Insert broad description of the works.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) **IS:**

| | |
|-------------------------|----------|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

| | | |
|---|-----------|---|
| <p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p> | OR | <p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p> |
|---|-----------|---|

AND WHO IS (if applicable):

Trading under the name and style of:

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

AND WHO IS:

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

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
 - (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

.....

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

| | | |
|-------------------|-----------|------|
| | | |
| Name of signatory | Signature | Date |

| | |
|---------------------------------|---|
| Name of Organisation: | Department of Public Works and Infrastructure |
| Address of Organisation: | |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

Schedule of Deviations

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

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

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

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)*

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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

| | | | |
|-------------------------------|--|-------------------------|------------|
| Project title: | PLUMBING SERVICES(MONTH TO MONTH FOR MAXIMUM OF 6 MONTHS) AREA3 | | |
| Tender / quotation no: | 500H/P03 | Closing date: | 19/09/2023 |
| Advertising date: | 04/09/2023 | Validity period: | 30 days |

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

1.1. Current projects

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



Tender no:

1.2. Completed projects

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

| | |
|------------------|-----------|
| | |
| Name of Tenderer | Signature |
| | Date |



Terms and Conditions of Contract

Area 3

Plumbing and Drainage Maintenance Services

Duration: Six (6) Months (On a month to month basis)

Required Grading: SO2 or higher

Required Recourses (Staff): Minimum of 3x Plumbers Artisans. Certified copies of Trade Certificates and South African (only) IDs to be submitted.

Required Recourses (Vehicles): Minimum of 3x LDVs (Single, extended or Double Cab). Certified copy of vehicle proof of ownership in company name or owner of company name to be submitted.

1. The Department intends to appoint one successful Service Provider per area. The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful bidders in any area with the aim to spread assignments between them or for the Department to exercise the most economical means to achieve the required end. Thus the successful bidder does not have the right to all projects/works/order in the region it bid for. The department also reserves the right to negotiate the price of the successful bidder.
2. The successful bidder will be subjected to positive security clearance. All company employees including the owner must be South African citizens due many NDPW&I sites being high security facilities and National Key points.
3. The itemized work in schedule one (1) and schedule two (2) is for the repairs and maintenance of plumbing and drainage (main water supply lines and main drainage lines) infrastructure of all state owned properties, namely Police Stations, Prisons, Magistrates Courts, Prestige, Military Bases, State owned housing, etc. as well as leased building and vacant land falling under the control of the Department of Public Works or other Government Departments referred to as "Client" Departments.
4. Each work request (with clear description of work) will be accompanied by a request number (ID number or CPT number). An official instruction, only issued to bidders by designated officials of this Department, for each repair shall be given to the bidder in writing. A request and instruction will be issued as and when services are required, due to the nature of maintenance requests - work requests will not be issued to the contractor at regular intervals and hence the service provider is required to always be on standby to attend to the anticipated plumbing emergencies (DPWI does not guarantee the issuing of work requests on a daily basis).
5. The Contractor must, in the event of replacement and repairs becoming necessary, submit a Technical report with an estimation of the cost of the work concerned to the Department representative on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos from start, duration to completion of the service to give an indication to justify the repairs required and include motivation of replacement of parts. The sole purpose the estimate is to determine the magnitude of the repair and shall not be treated as firm and final price.
6. The contractor shall commence with repair work within 24 hours after receipt of an instruction from the Department official and immediately in the case of emergency repairs. The contractor may not accept any instruction from the Client Department and/or enter into any negotiations with regards to any work to be done.



7. The contractor must use competent and trained staff directly employed and supervised by himself. The contractor shall satisfy the Department in all respects that their Artisans and skilled workforce are suitably qualified to carry out the specified repairs covered by this contract.
8. New parts, components and materials used shall be of equal specification and must match the existing item to be replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001. Parts will be installed and connected according to manufactures specification.
9. The contractor shall submit to the Department any supplier or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardized in any way. All work done, new parts and components installed and materials used in this contract shall be guaranteed for a period of at least 12 months.
10. The contractor must make sure that workers have a company work suit with company logo on it, clear indication tags with name and photograph openly displayed with company logo as background. The dress code of all workers must adhere to the OHSA. Proper housekeeping must be practiced by the contractor at each site and all rubbish and waste shall be immediately removed from the site when work has been completed.
11. Job cards must be fully completed (with black ink) in all respects for each and every repair work by both the contractor and the Client Department. Complete an exclusive job card for every day of service rendered. Job cards must indicate "job still in progress" and the final job card must indicate "job completed". The original job cards must be submitted with the invoice for payment, a copy must be left with the client, and a second copy must be for the contractor's record keeping (the contractor must procure his own carbon copy job card books which replicates the job card template which the Department will provide). Having blank job cards or incomplete job cards signed and stamped by the Client Department before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract.
12. The cost of each repairs and maintenance request will be according to the rates priced by the contractor in the pricing schedules of schedule one (1) and schedule two (2).
 - Transport, material & labour cost must be included in the bidder's rates for each and every item in schedule one (1).
 - For non-scheduled material and non-scheduled major plant used on a task (repair), the contractor must provide the Tax Invoice of purchase or hire from the supplier (certified by SAPS) in order to charge the Department, additionally charging the respective percentage mark ups. Only then will the contractor be allowed to claim labour hours spent on site to perform the task as well as traveling cost (per km rate is inclusive time spent traveling and distance travelled, starting only from 80km outside of core town to and from destination) as laid out and described in schedule two (2).

To clarify any queries or concerns please contact the responsible Project Leader before the closing of this tender:

Lee-Roy Anthony
067 414 7081

END of Terms and Conditions of Contract.

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |

| | | | |
|----|--|--|--|
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 Preference Points System to be applied

(Tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

| | |
|--|--------------|
| | 80/20 |
| PRICE | |
| SPECIFIC GOALS | |
| Total points for Price and Specific Goals | 100 |

1.5 Breakdown Allocation of Specific Goals Points

| ☒ | <p>1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> | | |
|-----------|--|---------------------------------------|--|
| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
| 1. | An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |

| | | | |
|----|--|---|---|
| | | | and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDOSA). |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or |

| | | | |
|----|---|---|---|
| | | | <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |

| | | | |
|----|--|---|---|
| 5. | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
|----|--|---|---|



1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

| Serial No | Specific Goals | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|--|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |

| | | | | |
|----|--|---|---|---|
| | 3. | An EME or QSE or any entity which is at least 51% owned by black women (mandatory) | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| OR | 4. <input checked="" type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
| | 5. <input checked="" type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable |

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| 1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people | 10 | |

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| 2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | |
| 3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women | 4 | |
| 4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability | 2 | |
| 5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.* | 2 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

| | |
|---|----------------------------------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: RFQ500H/PO3

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

- 1 EME: Exempted Micro Enterprise
- 2 QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: RFQ500H/P03

2. DECLARATION:

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

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

Signed by the Tenderer

| Name of representative | Signature | Date |
|------------------------|-----------|------|
| | | |