



public works
Infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag 544615, DUNEDIN 4000 | Contact: +27 31 7600 website: www.publicworks.gov.za
Supply Chain Management: Mr. Hluthi M. Langa - 031 93 7100
Works Management – Mr. Thabang Phungula

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following services to be rendered at NDPWI-28 Russel Street, Stanger House

Bid response documents to be deposited in the box situated at: National Department of Public Works and Infrastructure: Corner of Pixley Ka Seme (Allwal Street) and Samora Machelo (West Street)

Item	Description	Quantity / Period
1	Provision of Security and Access Control Service	12 Months

CLOSING DATE: 13 JUNE 2022 : CLOSING TIME @ 11:00AM

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached hereunder, and clearly indicate the delivery period and the validity period of your quotation. Clearly also clearly indicate if you price includes or excludes VAT. "You may claim VAT only if you are a VAT Vendor".

TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the order/contract or appointment letter, the Department of Public Works and Infrastructure may impose a penalty and/or suspend from the order/contract a part of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the above mentioned physical address or email. Failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:

DATE:

For: National Department of Public Works and Infrastructure

Acknowledgement of the request to quote

Sign for acceptance _____

Company Stamp

Sign for rejection _____

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF LEASING PUBLIC ENTITY)

BID NUMBER:	DDN-Q22-06/13	CLOSING DATE:	13-08-2022	CLOSING TIME:	11:00AM
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DESCRIPTION:	NDPW1 28 RUSSELL STREET STANCER HOUSE: PROVISION OF SECURITY SERVICES FOR A PERIOD OF TWELVE MONTHS (RUNNING ON MONTH TO MONTH BASIS)
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (CPW04.1 GS or CPW04.1 SB).
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE R.O.
 BOX 9 TILATED 47 (STREET ADDRESS)

NATIONAL DURBAN REGIONAL OFFICE, SCOTTENBORO HALL BOX 16

CORNER OF WEST & ADRIAN STREET (OR PILELEN KA NYEVE & SAMOILA MACTHEI ST.) JHB

OR POSTED TO:

[Redacted Address]

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				

	TODAY:		OR	BID NO:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (IF APPLICABLE BOX)	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<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 (IF 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 (RANS)
	<input type="checkbox"/>	A REGISTERED AUDITOR DETAILS: NAME: REGISTRATION NUMBER: BUSINESS ADDRESS: TELEPHONE NUMBER:

E MAIL ADDRESS

(A B-BBEE STATUS / EMPLOYMENT CERTIFICATE OR AN AFFIDAVIT FOR EMPLOYMENT) 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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ENCLOSE PROOF)	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ANIMAL CERTIFICATE REQUIRED)
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRED MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT / PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E MAIL ADDRESS	
E MAIL ADDRESS			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE.
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS / TAX COMPLIANCE STATUS) AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS / TAX COMPLIANCE STATUS) MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THE BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2002 AND ALL PREFERENTIAL REGULATIONS / REGULATIONS 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL OR SUPPLEMENTAL 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 LEGAL 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) OF PIN MAY ALSO BE VIEWED ONLINE IN ORDER TO USE THE FACILITY, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS PER THE FOLLOWING 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 / SUBSIDIARIES ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDERS ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) & CSD:

NUMBER MUST BE PROVIDED.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 51 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 52 DOES THE BIDDER HAVE A PRINCIPAL OFFICE IN THE RSA? YES NO
- 53 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 54 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 REGISTERED AS PER 2.3 ABOVE.

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

Note B-BBEE:

- (*) In respect of non VAT vendors the Bidder may not increase the bid price under Section 87(1) of the Value Added Tax Act of 1997 where the relevant transaction would be exempted by VAT by reason of the turnover threshold being exceeded and the applicable tax rates being 0%.
- (*) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- (*) The price for goods or services in the contract will be conditional for acceptance of a final and final offer.
- (*) The goods and/or services which are the subject of VAT, whether or not the bidder is a registered vendor, will be deemed to be for private use.
- (*) If any there are inconsistencies between the general bid price, when in the pricing schedule, and the B-BBEE price-off, the price offered in the B-BBEE price-off shall prevail and how the further correction should be indicated in the legend.

All applicable taxes include value added tax, payroll tax, income tax, employment tax, insurance fund contributions and skills development levies.



DPW-02.2 - (GS) - BID FORM: SECURITY SERVICES

This Bid shall remain binding and valid for a period of 60 days calculated from the closing date of the bid.

THE DIRECTOR GENERAL
 DEPARTMENT OF PUBLIC WORKS
 PRIVATE BAG 918322
 Gaborone
 0600

ATTENTION: BID SECTION, ROOM BOX 78

Title for BIDDING
Closing date: 11/05/2011

Post Bids to this address in Gaborone so as to reach the Department of Public Works at the address directly referred to, not later than the above-mentioned closing time and date or deposit them in the prepaid box situated at Dr. Masire Avenue street before the above-mentioned closing date.

1. RENDERING OF SECURITY SERVICE

1. We the undersigned, _____
 I hereby offer to the Department of Public Works of the Government of the Republic of Botswana, herein represented by the Director-General of Public Works (hereinafter referred to as the "Director General") to execute (complete and future specified) maintain the whole of the above-mentioned "Works in accordance with the Specifications, Bills of Materials and Conditions of Contract" to the satisfaction of the Director-General and subject to the Conditions of Bid for the amount indicated hereunder, or such amount as may be determined in accordance with the Conditions of Bid and Contract and to provide all the labour, materials, Tools, equipment, and everything whether of a temporary or permanent nature required in and for such service, completion and maintenance so far as the necessity for making the same is specified or reasonably to be inferred from the Contract.

Bid price: (including VAT)	R		
Amount in words:			
Physical address of bidder:			
Postal address of bidder:			
Bidder name:		Telephone no:	
Cellular phone no:		Fax no:	
Banker:		Branch:	
Registration no of bidder at Department of Labour:			

2. I/we acknowledge that we are very fully acquainted with the contents of the Conditions of Bid and the above Particulars thereof and accept them in every respect.

I/we agree that the laws of the Republic of Botswana shall be applicable to the contract resulting from the acceptance of my/our bid and to the execution thereof wherever situated or executed in the Republic of Botswana.



2. ALTERNATIVE OFFERS

A bidder who has duly submitted an offer which in all respects complies with the specifications may, at his/her initiative, also submit an alternative offer at the same time or any time prior to the closing date and time of bids. Provided that the Bidder's offer to specification is acceptable to the Department in every respect, his alternative offer may also be considered for purposes of the award of the contract. Any deviation from specification or alternative condition of bid must be clearly stated and any saving or additional expenditure for the State brought about by each deviation or alternative proposal must be quantified in the bid documents.

Name of Bidder	Signature	Date

T&B. If one person is authorized to sign the bid on behalf of a company or a partnership a written authority to do so must accompany the bid.

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF SECURITY SERVICES AND ACCESS CONTROL

Project description:	NDPW: STANGER HOUSE: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF TWELVE MONTHS (RUNNING ON MONTH TO MONTH BASIS)
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Quote no:	DSK	Closing date:	
Closing time:	11.00 AM	Validity period:	30 days

Only bidders who are able to give the following responsiveness or indicate a significant doubt are:

<input checked="" type="checkbox"/>	EM offer must be properly received on the bid closing date and disclosed in the verbal or fully completed registration file
<input type="checkbox"/>	Submission of applicable (PA-5.1, PA-15.2, 16-16.1) Declaration by the Legal Entity, as an extension of joint venture, public or, unincorporated partnership, or in name of the Joint Venture, of its joint venture
<input type="checkbox"/>	Submission of other compulsory relevant schedule 1 documents as per (PA-20 (GS)) List of documents to submit
<input checked="" type="checkbox"/>	Submission of (PA-14) Declaration of Interest and Bidder's Joint Supply Chain Management Function
<input checked="" type="checkbox"/>	Submission of (PA-20) Certificate of Independent Bid Declaration
<input checked="" type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture member or consortium
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input type="checkbox"/>	Compliance with Bid Evaluation and Content requirements
<input checked="" type="checkbox"/>	Use of an auction fluid is prohibited
<input checked="" type="checkbox"/>	Sellers on or original from BBBEE eMlavi allowed by Commissioner of SACS or certified copy of a copy of SACS approved BBBEE certificate valid at the time of closing (subject to verification) Submission of a current valid certified copy of Letter of Good Standing from the Department of Labour in respect of COIDA and Submission of Liability Insurance Certificates of R 1 000 000.00 and above, Submission of verified 3 copies of company Director's Submission of an original valid certificate of compliance with UIF Act from Department of Labour in respect of UIF (with clear date of issue and expiry date - subject to verification)
<input checked="" type="checkbox"/>	Submission of a valid Company and its Director's certificate of PSIRA (both new and certified PSIRA certificates) Submission of PA39 – INVITATION TO BID Submission of valid certified copy of Letter of Good Standing from PSIRA Under quotation will be subject to self declaration.

Compliance with Pre-qualification criteria for Preferential Procurement (Tick where applicable)

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum 0.25% net asset level of contributor <input checked="" type="checkbox"/> Level 1 <input type="checkbox"/> Or <input type="checkbox"/> Level 2
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Points scoring system applicable for this bid:

<input checked="" type="checkbox"/> 50/100 points scoring system
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Notice and Invitation for Quote no. 7A-03 (GS)

Indicate the Price weighting applicable to this bid:

	Weighting percentage (must add up to 100 %)
Price:	100% of 80 points
Total:	100%

Preference Points awarded according to the B-BBEE Status Level of Contributor

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

B-BBEE Status Level of Contributor	Number of points (Scoring system)
1	20
2	15
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contractor	0

- In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSBE) a valid B-BBEE A+ level must be submitted with the bid offer
- Bidders other than EME or QSBE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tenderer must submit proof of its proof of its B-BBEE status level of contributor
- A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-employee contractor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an L1/L2 that has the capability to execute the subcontract

COLLECTION OF BID DOCUMENTS:

All applications must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below:

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

Notice and Invitation for Quotation: P/W 08 (05)

The work of the successful bidder must be in order, or satisfactory arrangements must be made with the FICA and Revenue to meet the bidder's tax obligations. The bidder (P/W 08) form Application for Tax Clearance Certificate, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Bid documents may be collected during working hours on _____ at the following address: *The Director General, Department of Public Works & Infrastructure, Private Bag X 64315, Durban 4000*
- Bid documents are available in electronic format on www.tenders.gov.za
- A non-refundable bid deposit of R _____ (payable in cash on γ) is required on collection of the bid documents
- A non-compulsory pre bid meeting with representatives of the Department of Public Works will take place at _____ or _____ on _____

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Mr T E Phungula	Telephone no:	031 314 7320
Cell no:	070 6046428	Fax no:	N/A
E-mail:	tphungula@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of bids is 17:00 on _____
 Tenders submitted by electronic means, or late bids will not be accepted.
 Requirements for sealing, addressing, delivery opening and assessment of bids are stated in the bid advertisement.
 All bids must be submitted on the official forms – (see website for details)

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR GENERAL NATIONAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 64315 Durban 4000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM BOX 15</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p><i>Department of Public Works & Infrastructure Government old building Dr Pixley KaSeme & Santora Mkhel Street DUBA 15</i></p>
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COMPILED BY:

Mr T E Phungula		Project Leader	2022/08/01
Name of Project Leader	Signature	Capacity	Date

**PA-09 (GS): LIST OF RETURNABLE DOCUMENTS**

Project title:	NEW/STANGER HOUSE: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF TWELVE MONTHS (RUNNING ON MONTH TO MONTH BASIS)		
Project Leader:	T F Mangula	Bid / Quote no:	DBX

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS.

(Bidders may use the "Returnable documents" column to confirm documents have been completed and certified by issuing a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA-3	2 Pages	<input checked="" type="checkbox"/>
PA-9	2 Pages	<input checked="" type="checkbox"/>
DFW-022	2 Pages	<input checked="" type="checkbox"/>
PA-11	5 Pages	<input checked="" type="checkbox"/>
PA-29	4 Pages	<input checked="" type="checkbox"/>
PA-14	1 Page	<input checked="" type="checkbox"/>
PA 10.1	2 Pages	<input checked="" type="checkbox"/>
PA 10.2	2 Pages	<input checked="" type="checkbox"/>
PA 10.3	3 Pages	<input checked="" type="checkbox"/>
PA 40	1 Page	<input checked="" type="checkbox"/>
PA 7	2 Pages	<input checked="" type="checkbox"/>
PA-10	10 Pages	<input checked="" type="checkbox"/>
DFW-09	2 Pages	<input checked="" type="checkbox"/>
DFW-8	2 Pages	<input checked="" type="checkbox"/>
Public liability insurance must be R 1 000 000.00 and a proof must be attached.	1 Page	<input checked="" type="checkbox"/>
SCREENING DOCUMENTS	1 Page	<input checked="" type="checkbox"/>
SPECIFICATION	Pages	<input checked="" type="checkbox"/>
COPY must be attached from Department of Labour	1 Page	<input checked="" type="checkbox"/>
Proof of registration and compliance with PSIRA must be attached and both for company and its director (see certificates)	2 Pages	<input checked="" type="checkbox"/>
Service provider must be registered on Central Suppliers Database and proof must be attached	Pages	<input checked="" type="checkbox"/>
PA-S2	2 Pages	<input checked="" type="checkbox"/>
PA 15	6 Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

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Name of Bidder	Signature	Date
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REVISED PA-11: BIDDER'S DISCLOSURE

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 name is 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 interest¹ in the enterprise, employee² 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 person, by one person or a group of persons holding the majority of the equity of an enterprise, either directly, or the person/s having the deciding vote or power by influence or to direct the course and decisions of the enterprise.



REVISED PA-11: BIDDER'S DISCLOSURE

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:

.....
.....

2.5 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**

2.5.1 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 of delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be,

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.



REVISED PA-11: BIDDER'S DISCLOSURE

is 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.

3.5 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.

3.6 I am aware that in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bidders that are suspicious will be mandated 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



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

 (Type name of your organization, together with, if applicable, its (its) Purpose)

Field #1 _____ (initial)

or _____ (print)

RESOLVED that:

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

 (Project description in particular Tender Document)

Q&A / Tender Number: _____ (Q&A / Tender Number as per Bid / Tender Document)

- That/That/That _____

In Their/His/Her Capacity as: _____ (Please define the Capacity)

and who will sign as follows: _____

He, She/It is hereby authorized 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			



1E			
1G			
17			
1R			
1R			
2R			

The signing of this document by any person in Government of Public Works does not constitute an assumption of liability on the part of the Government of Public Works.

Note:

1. Dates which must apply; the
2. All: The resolution must, unless provided, be signed by all the Directors / Members / Partners of the Entity 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 Entity Enterprise (either joint or otherwise) / majority share.
4. Directors / Members / Partners of the Entity Enterprise may alternatively request a person to sign this document on behalf of the Entity Enterprise, which person must be an individual of legal age, competent person of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Entity Enterprise (joint or otherwise) / ownership and joint or otherwise as to be otherwise liable.
5. Show the names of Directors / Members / Partners and the date of their appointment, additional names and addresses 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,

(Legal name, full name and registration number, if applicable, of the entity)

Holds _____ (share,

or _____ (bond)

RESOLVED that:

1. The Entity shall enter into a Joint Venture with the following Entities:

(List the legal name, full name and registration number, if applicable, of the Enterprise forming the Consortium/Joint Venture)

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

(Project description as per the Tender Document)

Bid / Tender Number _____ (CMT: Tender No. as per the Tender Document)

2. "Mr/Ms/Ms:" _____

is/they are _____ (Name of the individual)

and who will sign as follows _____

he, she/it hereby, acknowledge to sign a consortia/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with it relating to the consortia/joint venture, in respect of the project described under item 1 above.

3. The Entity to accept joint and several liability with the parties listed under item 1 above for the due LP, joint or the obligations of the joint venture arising 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 Entity shall stand as its sole/sole agent/sole of record 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: _____

_____ (Signed)



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 following conditions apply to members of the Department of Trade and Industry who apply to establish Consortia or Joint Ventures and must be accepted by the Department before approval:

- Note:**
1. This application form applies to:
 2. All the conditions must, where possible, be signed by all the Directors / Members / Partners of the existing Enterprise.
 3. In the case of a Joint Venture to be established with the members must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Existing Enterprise (total 50% of shareholding / ownership stake).
 4. Directors / Members / Partners of the Existing Enterprise may alternatively appoint a person to sign this document on behalf of the Existing Enterprise, which person must be authorised by way of a duly certified copy of authority signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Existing Enterprise (total of shareholding / ownership and power of attorney 50% or greater shareholding).
 5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures should be attached to a separate page.

ENTERPRISE STAMP



Special Resolution of Consortia or Joint Ventures: PA-15.3
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below. (To be completed by consortium members and approved by the Department of Public Works and Highways)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Head of _____ (Signature)

UPH _____ (Signature)

RESOLVED that:

RESOLVED that:

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

Project Name/Description: _____

Roll Number: _____ (Roll Number Number of the Bidding System)



B. My/We/Us, _____
 in/for/through Capacity as _____ (Partner in the Enterprise),
 and who will sign as follows: _____

be and I 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 amendments thereto, issuing from the award of the Bid of the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its constitution, and conduct of 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 A above.

F. No Enterprises 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 their 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 shall remain the responsible ultimate signatories of the Consortium/Joint Venture for all purposes relating to the consortium/joint venture agreement, and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (Name)

Postal Address: _____

 _____ (Name)

Telephone number: _____

Fax number: _____



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

The undersigned hereby declares that the Department of Social Development hereby certifies that they are in accord with the requirements being signed.

Notes

1. This form should be completed by the
2. **NO:** This resolution must be signed by all the Joint Venture Participants in the relevant form to the accompanying process indicating the launch of the PA-153
3. Signatures of members of the Joint Venture Participants of the PA-153 should be done in their own names and the name of the member; their respective names, capacity and signature need to be provided on a separate page.
4. This PA-153 may be cancelled and signed, from the date of its issuance and must be in the context of the PA-153, and not after the date of the Special Resolution PA-153.

PA- 28: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

INTRODUCTION

1. This PA-28 (Certificate of Independent Bid Determination) must form part of all bids invited.
2. Section 4 (1); (b) (ii) of the Competition Act No. 89 of 1988, 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).¹ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 1649 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-28) 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 enclosed Certificate of Bid Determination (PA 28) must be completed and submitted with the bid:

¹ includes price quotations, consortia of competitors, sealed bids, invited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, agree in advance to raise prices or otherwise quality of goods and 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 the 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 the 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 entered all 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation);
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 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 09 of 1999 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 Corruption Activities Act No 17 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

* Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, skills, and knowledge with a view to the execution of a contract.



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

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

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

1. GENERAL CONDITIONS

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

- the 60/20 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 be ~~R100 000 000~~ R50 000 000 (all applicable taxes included) and therefore the ~~60/20~~ 90/10 system shall be applicable.

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

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

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

	POINTS
1.3.1.1 PRICE	60
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	30
Total points for Price and B-BBEE must not exceed	90

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 Verifying Agency accredited by the South African Accreditation System (SAHAS) 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.

- 1.7 The purchaser reserves the right to require of a bidder, either before & / or as a condition of or at any time subsequently, to substantiate any claim in regard to preference, 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, workers' compensation, 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 registered 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 8(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 service, 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 defined 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 defined by Codes of Good Practice under

Formula: Comparative price of model accepted bid

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

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

B-BBEE Status Level of Contributor	Number of points (BQ10 system)	Number of points (BQ20 system)
1	10	20
2	9	18
3	8	16
4	7	14
5	6	12
6	5	10
7	4	8
8	3	6
9	2	4
10	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 certificate in terms of the specialized scorecard contained in the B-BBEE Code 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.

B. BID DECLARATION

B.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:



[TICK APPLICABLE BOX]

3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

3.6 COMPANY CLASSIFICATION

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

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

3.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, verify that the points claimed, range or the B-BBEE 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 Intermittent furnished a 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) Dejectify 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 audit aftermath period (here 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-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:			
Tender/ Bill no:		Reference no:	

I, _____ (surname and name) identity number, _____ do hereby declare that I am a registered medical practitioner with my practice number being _____, practicing at _____ (Physical or postal addresses) declares that I have examined Mr / Ms _____, identity number _____ and have found the said person to be permanently disabled or having a recurring disability.

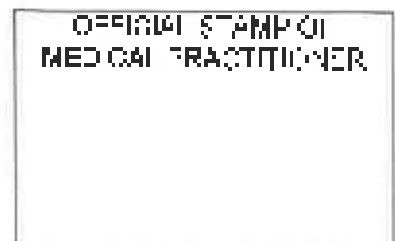
Disability means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted or lack of, ability to perform an activity in the manner or within the range, considered normal for a human being. —

The nature of the disability is as follows:

This signed at _____ on this _____ day of _____ 20____

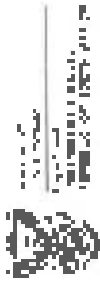
Signature _____

Date _____



13. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel no.	Contract num	Contractual commencing date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total of Tenures		Signature		Date		



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer: RFP B-BBEE Non-EMERGING tick applicable box!

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

Name and Surname of	Member/Proprietor/Shareholder	Percentage owned	Black	Indigenous youth	Indicate if woman	Indicate if partner with disability	Indicate if living in Rural (R), Urban (U), Developed Area (DU), Township (T), Informal (I).	Indicate if minority interest
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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <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"/> U <input type="checkbox"/> T <input type="checkbox"/> I <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Where there are two or more companies, Partnerships, Consortia, JVs, etc., use the following information only:
 (a) State date of birth of each company/partnership/consortium/JV, etc. and state whether it is a Black, White, Indian, Coloured, or Asian company.

TENDER: 600,000,000 MCD EMPLOYERS
 COE: QUALITY & BEST VALUE EMPLOYERS



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tenderer no:

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 mentioned in the Affidavit are true and correct to the best of his/her knowledge;
2. The Broad-based Black Economy Empowerment Act, 2003 (Act 33 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 15 of 2000), the Public Finance Management Act, 2001 (Act 17 of 2001), National Small Business Act 102 of 1989 as amended and all other laws pertaining to the Tenderer were studied and understood and that the above form was completed according to the definitions and information contained in said laws and rules;
3. The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein will constitute a breach of the Tenderer's offer and other tender efforts of the Tenderer simultaneously being submitted, and entails the Employer to cancel any Contract resulting from the Tenderer's offer hereafter;
4. The Tenderer accepts that the Employer may deem any information provided, including herein, for the purpose of having a contract awarded to the Tenderer as a result of any such misrepresentation or fraudulent information provided herein;
5. Any other documents and/or details required by the Employer regarding the information provided herein will be submitted to the Employer within the time period as may be required by the offer.

Signed by the Tenderer

Name of representative	Signature	Date



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

THE FOLLOWING DOCUMENTS MUST BE PROVIDED IN A SEPARATE ENVELOPE FOR SECURITY SCREENING PURPOSE:

1. Certified copy of company registration(CiPRO)
2. Certified copy of tax clearance certificate. Tax clearance must be valid.
3. Certified copies of ids of company directors.
4. Fingerprints of directors.
5. Company profile.
6. PSIRA certificates for company directors (certified) and PSIRA certificate for a company, both new PSIRA certificates & certified. NB not old certificates.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER: SECURITY SERVICES

TENDER NO: DENQ

RENDERING OF SECURITY SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS (STANGER-HOUSE) BUILDING FOR THE PERIOD OF TWELVE (12) MONTHS (RUNNING ON MONTH TO MONTH BASIS)

SPECIFICATIONS AND SPECIAL CONDITION OF TENDER

1. SPECIAL AND SPECIFICATION OF TENDER / CONTRACT

- 1.1 Specifications
- 1.2 Operational Conditions

ITEM	DESCRIPTION		YES	NO	REMARKS
1.1.1	Service required				
	The rendering of a Guarding Service is for a period of TWELVE months on the following premises: 238 PINE STREET PMB				

1.1.2					
	Public Works Building				
	Rate	Quantity			
	Security Officer -Grade C Dayshift 07:05 – 19:00	1			
	Security Officer –Grade C Nightshift 19:00 – 06:00	1			
1.1.3	Total needed	2			
	Day shift	1			
	Night shift	1			
1.1.4	Security aids				
	Motorable toilet ND	1			
	Portable toilet and toilet rolls	01 per shift			
	Water for all security officers on duty	01 each			
	Hand-cuffs for all security officers on duty	01 each			
	Practical book for each officer	01 each			

1.2 Duration of contract

1.2.1 The duration of the contract will be for a period of 5 months, commencing from the date the company begins with the security services on site. The contract will be reviewed each and every month.

1.2.2 The successful tenderer shall be obliged to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

1.3 Special Conditions

- 1.3.1. Tenderers shall provide to the Department of Public Works (DPW) the following information:
- (i) Their regional and headquarters.
 - (ii) Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of contact persons at each financial institution.
 - (iii) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by DPW.
 - (iv) The names, identity numbers and street addresses of all partners, shareholders of their companies.
 - (v) All Security Officers registered in terms of the Private Security Industry Regulatory Authority, 2008 (Act 56 of 2008).
 - (vi) Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security assigned to the site will be subjected to a positive pre-screening by the National Intelligence Agency (NIA) before they can assume duties with the Department of Public Works.
 - (vii) A list of references with contact details and persons of work done previously.
 - (viii) No tertiary qualification needed.
 - (ix) In case of new member or replacement a Security clearance of security personnel will be requested by DPW.
 - (x) Consent from the employer that they and their employees do not object to the signing Declaration of Security.
 - (xi) The successful tenderer shall pay his/her employees at least the minimum monthly basic wage as prescribed by law.
 - (xii) For purposes of this contract, use will be made of the relevant category Security Officer, as defined in the order made in terms of Section 9(1)(2) of the Labour Relations Act, 1956, as amended by Government Gazette No 30553 dated 25 February 2009 as amended.
 - (xiii) The Employer reserves the right to terminate contract if SSA clearance is negative.
 - (xiv) Appointment will be subjected to positive SSA clearance.

- 1.3.2 This person's tenderer may visit the site and attend the site meeting (time and place will be announced) in order to ascertain the extent of the services to be rendered. No compulsory site meeting will be held at Public Works.

2 SPECIFICATIONS

2.1 Detailed requirements

- 2.1.1 All security personnel, Directors and the Company itself shall be subjected to vetting

Item	Description	YES	NO	REMARKS
2.1.1	General requirements for security personnel			
	The following general requirements apply: At all times Security Officers must present an acceptable image and appearance which implies, <i>inter alia</i> , that they must not eat, loiter, drink, smoke, reading newspapers, or use drink while attending to people's structural needs.			
2.1.2	No security personnel may be allowed to work a shift longer than (8) hours			
2.1.3	The Site Manager, Supervisors and Security Officers must be physically and medically fit for performance of their duties			
2.1.4	The Department retains the right to exclude from PSRA as to whom the Company, Site Manager, Supervisors and Security Officers are in good standing with PSRA			
2.2	Uniforms and Identification			
	The contractor shall undertake to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of: <ul style="list-style-type: none"> * A uniform, neat and clearly identifiable uniform of the company, which will include matching trousers and overalls for personnel performing duties outside the building. No combat or military style uniform will be accepted. * For Security Officers performing duties a duty point's specific identification is received and * A clear identification card of the company with the member's photo, identification and 			

	staff member on it, worn conspicuously on his/her person at all times. Alternatively: Use valid identification card issued by the PHIRA			
Item	Description			
2.23	Security aids Security aids which should be worn or kept on the person at all times whilst on duty, to be issued by the Tenderers are: <ul style="list-style-type: none"> * Baton * Handcuffs * Whistle * Pen * Local Police on night shifts * Radio * Pocket book 			
2.24	Tenderers must keep proper files as well as appropriate documents of all security personnel who are employed for rendering the service to the Department available for inspection by representatives of the Department. The appropriate documents shall include, inter alia, the following: Schooling, training certificates, PHIRA registration and medical certificates			
2.25	Registers to be utilized and maintained The contractor must ensure that the Occurrence Register and Accidents/Injury Register/Forms, which are available in the site, be utilized and maintained as required:			
2.26	Occurrence Register – Purpose: The purpose of this register is to keep record of all incidents, circumstances, or observations made by the Security Officer's while on duty for information. Compulsory Entries <ul style="list-style-type: none"> * All listed routine occurrences such as patrole malfunction, handling area of shirt, etc, mentioning the procedures followed, by whom, and the date of commencement. OU must be written with black ink and entries must all be made clearly legibly in red ink * All occurrences/events however important, slight or unusual will reference to the correct name and relevant action taken. 			

	<ul style="list-style-type: none"> All security personnel activities especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times. The issue and/or receipt of keys, indicating the time and by whom they were received and/or delivered. The unlocking/locking of doors/signets, indicating the time and the who locked/unlocked The handling over of shifts, mentioning all names of all shift persons and accompanying equipment and tools. In this case persons taking over as well as persons handing-over must sign the entries. Occurrences Register Book: After handing-over of the shifts the shift leader running on shift must make an entry and he/she read the occurrence register in order to acquaint himself/herself with events that occurred during the previous shift. Visits by Management to security points, and visits by Supervisors must be done in red ink. Offials of the Department shall present in writing all occasional requests in respect of the rendering of the services. <p>Under no circumstances may an entry in the occurrence register be erased, painted over with correction fluid or totally deleted. It shall only be corrected out by a single line and a tilde at the end.</p>			
22.7	<p>Shift Roster Purpose: The purpose of the shift roster is to serve as proof at all times that all personnel who should be on duty per shift, are indeed on duty.</p> <ul style="list-style-type: none"> Drawing up a shift roster. Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept on file where the service is rendered. 			

	<ul style="list-style-type: none"> Changes to the shift roster. Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence register. 			
	<p>Duty sheet - Purpose: The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.</p> <ul style="list-style-type: none"> The contractor must have a fully supported duty sheet available at each duty point of the site. 			
2.1.8	<p>Two way radios - Purpose: The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on the site and with the departmental security control room and contractor control room.</p> <ul style="list-style-type: none"> Base radio. The base radio is to be installed by the contractor at a suitable duty point to allow communication between the site (PRT) and the contractor control room. Hand held radios. The hand held radios must be serviceable at all times and be handed on to the Security Officer guarding the site for immediate communication with the base station. 			
2.1.9	<p>Global monitoring system - Purpose: The purpose of the global monitoring system is to ensure that the site is guarded in respect according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.</p> <ul style="list-style-type: none"> The global monitoring points as listed first by the Department must be covered as required. 			
2.2.1	<p>Contact with Departmental Representative</p> <p>The Site Manager or Supervisor must immediately report any abnormal, and or necessary incident to the Departmental Representative so that in time will inform site management.</p> <ul style="list-style-type: none"> A meeting, where formal discussions can be held between the Departmental Representative and Contractor 			

	<p>Supervisor/Manager or Contractor himself/herself, must be held at least once a month. Minutes of the meeting must be kept by the Department.</p> <hr/> <ul style="list-style-type: none"> The contractor shall furnish a monthly and quarterly report of the security service, incidents, etc., which transpired in the previous month to the Department of Public Works Security Manager. 			
2.2.72	<p>Lost articles</p> <p>Definition: Lost articles that are found at the site and of which the ownership could not immediately be established.</p> <ul style="list-style-type: none"> All lost articles must immediately be handed in at the security control room on the site for safekeeping and recorded in the occurrence register. Thereafter it may be handed to the Departmental Representative. 			
2.2.73	<p>Deliveries during office hours</p> <p>Security personnel must not accept/execute any deliveries on an official site. For this purpose the official himself/herself or a colleague may accept/execute the delivery. Should the delivery be urgent or a significant/urgent article this must be referred to the Departmental representative or the security control room.</p>			
2.2.74	<p>Labour unrest incidents</p> <p>Definition: When officials of the Department on site or security personnel engage in illicit pursuit of practices such as strikes, protest and intimidation.</p> <ul style="list-style-type: none"> Labour unrest on site. If the service is interrupted or temporarily disturbed because of any labour unrest, labour dispute, coalition dispute, a level of national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service. 			
2.2.75	<p>Inspections</p> <p>A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself/herself at least every (3) three months.</p> <p>The Department retains the right to inspect the service provided by the contractor at any time, in</p>			

	order to ensure that the services is rendered in accordance with the conditions of his contract and the site specification			
	The Department retains the right to require from the contractor that any of his/her employees be replaced upon justifiable reasons exist, in which case the employee must be replaced without delay. The Department will not be held responsible for any foreign or claims, which may arise because of this, but is indemnified by the contractor against legal expenses.			
	NOTE: The Department's representative will have the right to daily check whether sufficient personnel are available at the site in terms of the conditions.			
	All security personnel employed must be listed in the security register and on the duty list.			
2.2.10	General			
	The contractor's personnel must at all time remain clean shaven and keep the grounds building/area, not occupied by them clean, hygienic and neat			
	Under no circumstances will any security personnel be allowed to smoke on the premises.			
	The contractor shall not erect or display any sign, poster, banner, painting, advertisements, notifications, and article or erect of any nature whatsoever, in or to the Department's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any time any article or object, which might be regarded as objectionable or undesirable.			
	Any sign, printed matter, writing, name plate, advertisements, article or notice displayed without written consent, or which is regarded as objectionable or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.			
2.2.11	Duties of Security Officers			
	To act as an authorized official in terms of the Central Office Act on Public Premises and Vehicle Act (Act 53 of 1982).			
	To perform receive control duties as described on the premises, and execute functions required by the Departmental shift supervisors (concerning the safeguarding of personnel, property and information).			
	To report essential incidents in the prescribed manner report and report it to the shift supervisor and contractor			

2.2.18	Additional requirements			
	Security Officers must be inspected/visited once per day (weekends and public holidays included) and twice per night (set) by the supervisor.			
	A direct line of communication must be established between the security control room and the control room of the contractor.			
	The contract is for a period of (1) one year and the Department reserves the right to terminate the contract at any point with (1) one month written notice if Public Works feels that the services are rendered unsatisfactorily. This will be done in line of Public Works.			
2.2.19	Administration responsibilities			
	<ul style="list-style-type: none"> ▪ Completion of checklist ▪ Valid Tax Clearance ▪ Submission of all documents as per compulsory checklist ▪ The use of correspondence filed (T-ops) is strictly prohibited 			

3. RESPONSIBILITIES

3.1 Responsibility of Contractor

- (a) The Company is expected to provide Public Works with a Site Inspector who will be available if he or she needed at all times during the office hours, NB security guards must be paid on time (failure to comply will lead to termination of contract urgently).
- (b) The contractor must provide adequate security personnel as required by Public Works for the successful rendering of security service on 24 hours, 7-days a week basis throughout the contract.
- (c) Security Officers assigned to the Public Works site can only be changed with the consent of the Public Works Security Manager. The request of the change should be in writing five days before it could take place except in cases where the department requires that a security officer be removed immediately due to misconduct of such an officer.
- (d) The company should be able to provide Public Works with additional Security Officers on request and in case of emergency
- (e) Shortages of security personnel should be reported in the next work week by the supervisor. Public Works shall also keep their own record with regard to shortages of Security Officers.
- (f) The tenderer should provide Public Works with well-trained supervisors.

- (g) Supervisors should possess a Grade 12 [Standard 10] certificate and have formal training.
- (h) Supervisors should have at least grade C.
- (i) The contractor should provide at least two supervisors.
- (j) Provide one (1) Security Officer during the day.
- (k) Provide one (1) Security Officer during night shift including a supervisor.
- (l) Security Officers must have grade C.
- (m) They must supply identification forms.
- (n) Transport for monitoring and inspecting projects as mentioned in contract, must be provided.

3.2 Responsibility of DPWW

The department will provide the following

1. Department will not provide overnight sleeping facilities
2. The department will pay the contractor within 30 days after the service has been rendered and the contractor providing an ORIGINAL (carbon) invoice within 5 days of service delivery.

3.3 Duties of the Site Inspector

- (a) Oversee all security activities performed by his security personnel
- (b) Handle all problems reported by his security personnel on site.
- (c) Attend all problems regarding payment, family problems of Security Officers.
- (d) Ensure that there is always security equipment required on site (e.g. two way radio etc).
- (e) Be involved in any security operational projects.
- (f) Advise Public Works Security Manager on any security breaches
- (g) Investigate any security breaches submitted by his Security Officers and report Public Works accordingly

- (j) Make initiatives to the improvement of security in general.
- (k) Liaise with Head of physical security and where applicable, with Senior Security Officer on duty.
- (l) Conduct parade with security personnel prior to assumption of duty.
- (m) Ensure that registers are clean, neat and up to date at all times.
- (n) Ensure that employees are escorted between the workplace and financial institutions when on official duties and requested to do so.
- (o) Supervise Security Officers and always in their appropriate uniform and display their PSRA registration cards.
- (p) Hold – Weekly meetings with his/her supervisors and i.e. fortnightly meetings with Public Works Admin Officers DD: Physical Security.
- (q) Ensure that all security staff understands the needs and sensitivities of the community of ours (e.g. visitors and primary clients (e.g. employees) of the Departmental Security Management.
- (r) Ensure that all security staff understands the principle of Rattle Talk and apply it at reception desk.

3.4 Supervisors

- (a) Take overall responsibility of the shift.
- (b) Ensure that Security Officers proceed accordingly.
- (c) Ensure that the each site is covered, if not report to the control room immediately.
- (d) Report any security breaches to Public Works Security Officers.
- (e) Ensure that security personnel present themselves well to the staff members and to the public.
- (f) Draft shift roster for the different site-.
- (g) Ensure that security registers are kept neat at all times.
- (h) Ensure that security equipment is in good working conditions.

- (i) Guard premises with every shift reporting for duty.
- (j) Act as an emergency officer during emergency situations until the arrival of Public Works Security Officers.

3.5 Security Officers on site

- (a) Practice Access Control procedures in terms of the Control of Access to Public Premises and Vicinity Act (Act 33 of 1985).
- (b) The Security Officers shall be responsible for the protection of state property on the site, and the protection of the said property against theft, fire and vandalism.
- (c) The protection of the state's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).
- (d) Protect state information on site not any espionage, leaking of information to the wrong hands.
- (e) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.
- (f) Conduct searching according to the Access Control Act on staff members, members of public, and if necessary restrain them.
- (g) Patrol the premises and offices of Public Works.
- (h) React to emergency situations.
- (i) Ensure that security registers are kept neat at all times.
- (j) Escorting of employees who carry valuable assets on the building.

4. CODE OF ETHICS AND RESTRICTIONS OF SECURITY PERSONNEL

Security Officers must be paid the minimum wage according to Basic conditions of Employment Act 75 of 1997 & according to PSIRA RATES PAID TO COMPLY WITH LEAD TO TERMINATION OF CONTRACT WITH IMMEDIATE EFFECT: See oral Determination for private security sector as issued on 30 November 2021 in the Government Gazette no. 22873.

Security Officers must be visited at least once per day (weekends and public holidays included) and twice per night that Night Inspector.

Public Works will have the option to request the successful tenderer to replace any Security Officers whom they found not suitable for the job.

5. UNIFORMS AND IDENTIFICATION

- 5.1 No combat uniform will be allowed.
- 5.2 Security Officers shall report on duty in time requested by Public Works.
- 5.3 Security Officers found guilty of any offence shall be removed from site immediately and deleted from the system e.g. biometrics system.
- 5.4 Security Officers should avoid any conflicts with the staff members or members of public.
- 5.5 Security Officers shall report any lost or found articles to supervisors.
- 5.6 Any Security Officer found under influence of any intoxicating substances will not be allowed on site.
- 5.7 The contractor will be held liable for any damage or cost suffered by the State as a result of the contractor's own or his employees' negligence or intent, which originated on the site.
- 5.8 The State shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.
- 5.9 The State is indemnified against any liability, compensation or legal expenses in respect of the following cases:
- Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
 - Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
 - Illegal, illicit trafficking, illicit transfers and other illicit or wrongful deeds. The contractor shall be notified in writing of the particulars of each claim he is liable for.
- 5.10 The contractor must, at his own expense, take out sufficient insurance against any claim, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 5.11 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service.
- 5.12 The contractor may not, unless otherwise specified, make use of any of the state's equipment, aids and/or property, for purposes of compliance with the contract, which equipment, aids and/or property include, but not limited to, vehicles, machinery, firearms, tools and furniture.
- 5.13 Water and electricity required for the rendering of the services by the contractor shall be provided free of charge by the State.

- 5.14 The contractor is responsible for the training of its personnel at the site in respect of the application of the guidelines of the emergency plan applicable to the specific site.
- 5.15 All 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.
- 5.16 The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat.
- 5.17 Under no circumstances are security personnel allowed to carry on any trading (selling sweets, loose confectionery) within Public Works buildings.
- 5.18 The contractor shall not erect or display any sign, poster, notice, painting, memoranda, advertisement and article or object of any nature whatsoever, in, against State buildings or other property thereof without written consent from Public Works.
- 5.19 The contractor shall not publicly display on the site any article or object which might be regarded as objectionable or undesirable.
- 5.20 Any sign, printed matter, printing, memoranda, advertisement, article or object displayed without written consent of which is regarded as objectionable or undesirable, will immediately be removed by Public Works and the contractor shall compensate.
- 5.21 The contractor must ensure all security officers have their company access card.

6. OTHER SECURITY REGISTERS

Apart from the examination book mentioned above the following registers shall be submitted by the Security Officers in rendering service at all Public Works buildings.

6.1 Visitors register

Purpose: The purpose of visitor's register is to have information available at all times regarding persons entering and leaving the premises within a specific period. Register should be kept clean and neat at all times. These registers must be completed correctly and legibly by the security personnel. The following information from the visitor should be noted.

- Date and time of visit and departure
- Surname and initials of the visitor.
- ID no and present identity of the visitor
- Home and work addresses of the visitor
- Name of person to be visited.

Telephone number at work or home.
Duration of the visit.
Purpose of visit.
Signature of visitor.

6.2 Pocketbook

Purpose: The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

Requirement: During his/turns of duty all security personnel must have a pocket book in their possession.

Note: The following information must be noted down in the Pocketbook.

All occurrences/events, however important, slight or unusual, relating to the following:

1. Reporting on and off duty.
2. Time the event occurred.
3. Nature of occurrence or event.
4. Any serious event taking place during the execution of the duty, Security Officer should record it in the pocket.
5. Supervisor visiting the site should sign in the Security Officer's pocket book to ensure that he/she has visited the officers on site. Supervisor's entry should be in red pen.
6. The pocket book also helps Security Officer with his/her performance evaluation.

6.3 Staff after hours register 188888-116H00

1. The after hours register is intended to exercise control over staff members and any other people who entered the buildings after hours. This register is also applied during weekends and public holidays.
2. All personnel leaving the building after hours should complete the after hours register.
3. Security Officer on duty must ensure that they complete the register for the client, and that all personnel completing the register

correctly. This means that Security Officers should ensure that contact time and signature of the personnel is entered correctly themselves.

6.4 Information register

1. The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any other matters are recorded in the book so that shift-workers can receive messages.
2. Security Officers report up for duty should read the information register, so that they can have necessary information regarding security activities. After the message the officer should sign to acknowledge that he/she is aware of the message.
3. The entry should have serial number, date, time and the name of the officer who made the entry.

6.5 After hour Mail receipt register

1. The register record all the mails received by the Security Officers on duty. Normally the mails will be received from external organisations and companies.
2. When a postal article is delivered, the security on duty should ensure that it is addressed to Public Works. If the sender's name does not appear on the envelope the messenger to write sender name, address and telephone on the back of the article.
3. The article should go through the X-ray machine to determine whether it is safe or not.
4. Enter all the details in the register.
5. Obtain the signature of the person who delivered the article and his personal details and mark the article with same serial number in the register.

6.6 Removal permit

This permit is the most essential in terms of control goods and assets leaving the department. This register should be run strictly on this manner.

1. No personal information and other relevant pieces are not allowed to leave the department before the proper authority is

obtained. There are certain senior managers on each sector who has the authority to sign for the goods leaving the building. Goods shall not leave the building unless the necessary authority is given.

2. Serial numbers and make of the goods should be verified by Security Officers, before the goods could leave the building. When the Security Officer is not certain with the serial numbers and other information, he/she should contact the sector officer to look into the matter.

6.7 Government vehicle register

Security personnel should control government vehicles at the exit and entrance of the buildings. The security personnel should look at the following issues:

1. To determine whether the driver has the authority to drive the vehicle.
2. To prevent the theft of vehicles and his tools a copy of the trip authorization must be kept by security.
3. To ensure that the vehicles are used for official purposes only.
4. To verify particulars and ensure correctness of the trip authorization.
5. To ensure that all new damages to the vehicle is reported / indicated on the trip authorization.

7. COMPULSORY INSPECTION

The Department of Public Works shall have the prerogative to conduct inspection on the services rendered by the contractor:

1. Inspect the equipment provided by Public Works.
2. Inspect the equipment provided by the contractor.
3. Records of any Security Shortage on the site.
4. The right to dismiss the Security Officer or Site Manager on site inspection or service shall be conducted by the Public Works Security Manager as well as his/her immediate managers at anytime they find it be appropriate to do so.



Bidders must provide their Companies Profiles to meet with all the risk assessment indicated below.

PSIRA Act no 56 of 2001 (Financial Capabilities):

Bidders failing to comply with PSIRA Act in accordance to Minimum Sectorial Determination Pricing Structure will be disqualified.

Methodology

The detailed methodology plan should indicate the strategy the company will employ to challenges which can be experienced in the case of a CPPE, Ndinyo Building and Ngiliso House. The Methodology should indicate how secure the buildings, taking into account the site challenges i.e. theft of IT equipment, access control, support during site situations and how to conduct functional evaluations etc.

COMPANY WILL BE HELD RESPONSIBLE FOR ANY LOSS OF PROPERTY WITHIN THE PREMISES, AS RESULT OF NEGLIGENCE ON THE PART OF ANY OF THEIR EMPLOYEES/ASSOCIATION.

Experience

Minimum of two (2) year experience in large size institutions. This should be supported by the references from such institutions.

Appointing the credible and experienced Supervisors with the following requirements:

1. Two (2) year experience
2. Grade C.

Resources

Well established control room in accordance to PSIRA specifications and standards i.e. base radio, fax, internet, uninterrupted power supply system (UPS). The company must respond to emergency within 30 minutes. (Locality will be a big advantage) It is therefore advisable that the company be based or have a control room in the town area.

Contingency and Supervision

Company must have a contingency plan they will put in place in case of breach of security. An indication of the company's capacity to handle the project must be indicated.

State the period of the contract and how inspection will be carried out during the course of the contract.

NB: USE INK, PREFERABLY BLACK, TO FILL IN THESE FORMS

CLOSING DATE 20.....

BID NO.....

NAME OF BIDDER

.....

VALIDITY: DAYS

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY MUST INCLUDE VALUE ADDED TAX
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Rendering of Security services for the National Department of Public Works:

Night Shift /Public Holidays/Weekends Price Per month

Item

1 Day Shift Security Officer Grade C:

TOTAL for 1 security guard: R.....

1 Night Shift Security Officer Grade C: R.....

TOTAL for 2 security officers: R.....

**SUB TOTAL PRICE OF SECURITY OFFICERS R.....
Per month**

EQUIPMENT

**ITEM NO DESCRIPTION BID PRICE IN RSA CURRENCY
MUST INCLUDE VALUE ADDED
TAX**

Number Item

Portable radio R Per month

Movable toilet R..... Per month

Guard house R..... Per month

SUB-TOTAL PRICE OF EQUIPMENT RPer month

**TOTAL PRICE FOR SECURITY OFFICERS and EQUIPMENT
RPer month**

Rfor 12 months
(including VAT)

ADDITIONAL SECURITY OFFICERS

ITEM NO	DESCRIPTION	BID PRICE IN R&A CURRENCY MUST INCLUDE VALUE ADDED TAX
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Is offer strictly to specification? * YES/NO

Is price firm? * YES/NO

Note: * Delete whichever is not applicable

Any enquiries regarding technical enquiries may be directed to (during working hours only and strictly document related matters)

Physical and Security Manager
Mr T R Fanning
Tel (031) 314 7026 or
Cell 076 8412120

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 the 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. Wherever there are conflicts the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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2. Application
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5. Use of contract documents and information; inspection
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8. Inspections, tests and analysis
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34. Prohibition of restrictive practices

PA-0: 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 evidenced by 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 practices" 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 assembly and major assembly of components, a commercially recognizable 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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the capacity 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 or its sovereign, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practices" 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 that includes collusive practices among bidders (prior to or after bid submission) designed to manipulate bid prices at artificial non-competitive levels and to deprive the bidder of the benefit 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.

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- 1.10. "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.
- 1.11. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.12. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.13. "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 organisation 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 logistical services, such as installation, commissioning, production of technical drawings, training, catering, guarding 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, leasing 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.tesbu.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 by any such employed person shall be

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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 as 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 GCC.
- 7.2. The purchase 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 cash letter 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 GCC.

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 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 any 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 supplier to be in compliance with the contract requirements, the cost of the inspections, tests and analyses shall be borne 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 those inspections, tests or analyses shall be borne by the supplier.

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- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 or 8.4 which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplier may in or after delivery be rejected, 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 arrange to substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies in-accordance with 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 preclude the right of the purchaser to cancel the contract or award of a fresh order if the conditions provided or to act in terms of Clause 28 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 suitable for withstand, without limitation, rough handling during transit and exposure to extreme temperatures, wet and oxidation during transit, and over storage. Packing, case size and weights shall take into consideration where appropriate, the requirements of the goods and their destination and the absence of heavy handling facilities at all points of transit.
- 9.2. The packing, marking and documentation on, in 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 GCC, and in any subsequent instructions issued 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 GCC.
- 10.2. Documents to be submitted by the supplier are specified in GCC.

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a way commensurate with usual practice or damage incidental to manufacture or execution, transportation, storage and delivery in the manner specified in the GCC.

12. Transportation

- 12.1. Should a price lower than an All India Government delivered price be required, this shall be specified in the GCC.

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 GCC.
- (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 detailed operations and maintenance manuals for each appropriate unit of the supplied goods,
 - (d) performance or supervision of installation 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

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

12.2. Prices charged by the supplier for incidental services, 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, modifications, 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 his election shall not relieve the supplier of any warranty obligations under the contract; and
 (b) in the event of termination or production of the spare parts:

- (i) advise in full within the purchaser of the pending termination, in sufficient time to permit the purchaser to procure replacement 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 contract and 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 of 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 the 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 proof of 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 Euro unless otherwise stipulated in SCC.

17. Prices

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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 its 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.

16. Contract Amendments

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

18. Assignment

18.1. 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. Subcontracting

20.1. The supplier shall notify the purchaser in writing of all subcontracting activities under the contract if not already specified in the bid. Such notification to the original bid or later, shall not release 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 its 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 plant or 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 25, 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 supplier 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 its 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, or a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services being 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:

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- (g) 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;
- (h) 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, use, 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 any such restriction should not be imposed. Except the supplier fails 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 owns or exercises 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 19 or 21 of the Prevention and Combating of Corruption Activities Act No. 12 of 2004, the court may also rule that such person's name be entered on the Register for Tender Defaulters. When a person's name has been entered 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 periods 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. Where, after the date of bid, provisional payments are required or a antidumping or countervailing duties are imposed, or the amount of a provisional payment in antidumping 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. Where, after the bid date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall or demand be paid (with 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 are delivered or rendered, or is to deliver or render in pursuance of the contract or any other contract or any other amount which may be due to him.

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26. Force Majeure

- 26.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for failure of its performance security, damages, or termination or default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 26.2. If a force majeure event occurs, the Supplier shall promptly notify the purchaser in writing of such occurrence 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 means or mediation, then either the purchaser or the supplier may give notice to the other party of its election to commence with mediation. No mediation in respect of the 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 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 the 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 8:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any direct or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whatever under the contract, in fact 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.

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28. Governing language

28.1. 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.

29. Applicable law

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

30. Notices

30.1. Every notice whatsoever of a bid shall be posted to the supplier (hereinafter by registered or certified mail and any other notice to him shall be posted by registered mail to the address furnished in his bid or to the address indicated later by him. If mailing and a delivery point shall be deemed to be proper service of such notice.

30.2. The bidder instructed 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.

31. Taxes and duties

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

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred in the delivery of the contract goods to the purchaser.

31.3. 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

32. National Industrial Participation Programme (NIPP)

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

33. Prohibition of Restrictive Practices

33.1. In terms of section 4 (1) (a) (ii) of the Competition Act No. 89 of 1996, 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 (c) to (d) or a contractor (e) was or were involved in collusive bidding for bid (g) (h).

33.2. If a bidder(s) or contractor(s) base(s) on reasonable grounds or evidence obtained by the purchaser, have/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 1996.

33.3. 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 in section 4 (b) (c) for such firm(s), officer, and / or firm/ firms, the contract in whole or part, and / or rescind 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