



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE

REFERENCE NUMBER – DBNQ23/08/03

**SERVICE DESCRIPTION : JUSTICE: BABANANGO MAGISTRATES
COURT : 36 MONTHS CLEANING AND HYGIENE SERVICES - 559sqm
SUBMITTED BY:**

Company Name: _____

CSD registration: _____

CLOSING DATE: 10/08/2023 @11:00

TENDER BOX LOCATION: ADDRESS: 157 Monty Naicker Street -Box Number 16

| TECHNICAL ENQUIRIES | OTHER ENQUIRIES |
|---|--|
| Name : Sipho Masuku | Name : Gugulethu Mbongwa |
| Contact number : 071 365 6408 | Tel no. : 031 314 7003 |
| Email: sipho.masuku@dpw.gov.za | Email : gugulethu.mbongwa@dpw.gov.za |

PA 32: INVITATION TO BID PART A

| | | | |
|--|--|---------------|------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | |
| BID NUMBER: | DBNQ23/08/03 | CLOSING DATE: | 10/08/2022 |
| | | CLOSING TIME: | 11:00 |
| DESCRIPTION | JUSTICE : BABANANGO MAGISTRATES COURT : 36 MONTHS CLEANING AND HYGIENE SERVICES - 559sqm | | |

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

157 Monty Naicker Street, Durban
 Box number 16

OR POSTED TO:

SUPPLIER INFORMATION

| | | | |
|--|----------|--------|---------|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | NUMBER | |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | NUMBER | |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| | TCS PIN: | OR | CSD No: |
| 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) R |
| BIDDING PROCEDURE ENQUIRIES 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).
 - 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.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

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

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES

| | |
|------------------------|---|
| Quotation description: | JUSTICE : BABANANGO MAGISTRATES COURT : 36 MONTHS CLEANING AND HYGIENE SERVICES - 559sqm |
|------------------------|---|

| | | | |
|---------------|--------------|------------------|------------|
| Quote no: | DBNQ23/08/03 | Closing date: | 10/08/2023 |
| Closing time: | 11:00 | Validity period: | 30 days |

1. RESPONSIVENESS CRITERIA

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

| | | |
|---|-------------------------------------|---|
| 1 | <input checked="" type="checkbox"/> | Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation. |
| 2 | <input checked="" type="checkbox"/> | Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 4 | <input checked="" type="checkbox"/> | Submission of PA-32: Invitation to Bid |
| 5 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. <i>insert motivation why the tender clarification meeting is declared compulsory</i> |
| 6 | <input checked="" type="checkbox"/> | <i>Registration on Central Supplier Database (CSD)</i> |
| 7 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |
| 8 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required |
| 9 | <input checked="" type="checkbox"/> | <i>Submission of certified copy of BCCI/NCCA certificate, valid at the time of closing (Subject to verification)</i> <i>Submission of fully priced BOQ</i> |

- 1.2. Indicate administrative requirements applicable for this quotation. Suppliers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within three (3) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure. |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 4 | <input checked="" type="checkbox"/> | <i>Submission of (PA-10): General Condition of Contract.</i> |
| 5 | <input type="checkbox"/> | <i>Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.</i> |
| 6 | <input checked="" type="checkbox"/> | <i>Submission of valid letter of Good Standing (COIDA)</i> |



Notice and Invitation for Quotation: PA-03 (GS)

| | | |
|---|--------------------------|--|
| 7 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 8 | <input type="checkbox"/> | Specify other responsiveness criteria |

2. Points scoring system applicable for this bid:

| |
|---|
| <input checked="" type="checkbox"/> 80/20 points scoring system |
|---|

Indicate the Price weighting applicable to this bid:

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

3. Method to be used to calculate points for specific goals

| | | |
|-------------------------------------|--|------------------|
| | <u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u> | |
| <input type="checkbox"/> | 1. An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 Points |
| | <u>Documentation to be submitted by bidders to validate their claim for points</u> | |
| | <ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration) | |
| <input checked="" type="checkbox"/> | 2. An EME or QSE which is at least 51% owned by women (Mandatory) | 4 Points |
| | <u>Documentation to be submitted by bidders to validate their claim for points</u> | |
| | <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration) | |
| | 3. An EME or QSE which is at least 51% owned by people with disabilities(Mandatory) 2Points | |
| | <u>Documentation to be submitted by bidders to validate their claim for points</u> | |
| | <ul style="list-style-type: none"> • ID Copy | |



Notice and Invitation for Quotation: PA-03 (GS)

| | |
|--|--|
| | <ul style="list-style-type: none"> • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) |
| | <p>4. An EME or QSE which is at least 51% owned by youth (Mandatory) 2 Points</p> <p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration) |
| | <p>5. Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) 2 Points</p> <p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement |

4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations 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 and Infrastructure at the following address or email 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.

The taxes of the successful service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

Quotation documents may be collected during working hours on ***insert date*** at the following address ***insert physical address insert postal code***.

A ***non-compulsory*** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at ***insert address*** on ***dd/mm/yyyy*** starting at ***insert time***.

5. ENQUIRIES RELATED TO QUATATION DOCUMENTS MAY BE ADDRESSED TO:

| | | | |
|----------------------------|--------------|----------------------|--------------|
| DPW Project Leader: | Sipho Masuku | Telephone no: | 031 314 7312 |
|----------------------------|--------------|----------------------|--------------|

Notice and Invitation for Quotation: PA-03 (GS)

| | | | |
|-----------------|-------------------------|----------------|--|
| Cell no: | 071 365 6408 | Fax no: | |
| E-mail: | sipho.masuku@dpw.gov.za | | |

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11:00** on **10/08/2023**.

Telegraphic, telephonic, telex, facsimile, electronic and / 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 – (not to be re-typed)

| | | |
|---|----|--|
| <p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p><i>Department of Public Works Corner of Samora Machele & Monty Naicker Streets Durban 4000</i></p> <p><i>Box number 16</i></p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : N/A</p> | OR | <p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p>N/A</p> |
|---|----|--|

DPW-04.2 (GS): - CONTRACT FORM: RENDERING OF SERVICES

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

Part 1: Contract Form completed by the Service Provider:

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DBNQ** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid (PA - 03: GS)
 - Pricing schedule(s)
 - Filled in task directives / proposal
 - Preference Certificates in terms of the PPPFA regulations 2017 (PA -16)
 - Declaration of interest (PA -11)
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; (PA -10) and
 - (iii) Other **Specify**
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Part 2: Contract Form completed by the Purchaser:

1. I **Sipho D. Masuku** in my capacity as **Project Leader** accept your bid under reference number **19/2/3/2/12/588** dated **Insert date** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.



| Description of service: | Price (VAT inclusive) | Completion date: | B-BBEE Status Level Contributor |
|-------------------------|-----------------------|------------------|---------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

SIGNATURES OF THE CONTRACTING PARTIES:

Thus done and signed at _____ on _____

Name of signatory
hereof warrants

for and behalf of the **Department of Public Works** who
by signature authorization hereto

Capacity of signatory

as Witness

Name of signatory

for and behalf of the **Bidder** who by signature
hereof warrants authorization hereto

Capacity of signatory

as Witness



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER DBNQ

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

FOR THE

APPOINTMENT OF A SERVICE PROVIDER

FOR THE

RENDERING

OF

CLEANING SERVICES

AT THE

DEPARTMENT OF JUSTICE OFFICE (BABANANGO) – 559^{m2}

IN THE

KWAZULU NATAL

FOR A

DOJ: Babanango Magistrate Court: 36 Months Cleaning & Hygiene Services (Labour Only)

Page 1

Any reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

PERIOD OF 36 MONTHS

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF CONTRACT CLEANING & HYGIENE SERVICES AT THE DEPARTMENT OF JUSTICE OFFICES FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION

The Department of Public Works (DPW) invites bids for the provision of contract cleaning services at specified premises occupied by, or under the control of, the Department of Justice and Constitutional Development.

2. DURATION OF CONTRACT

The contract will endure for a period of thirty six (36) months calculated from the date of acceptance of the bid offer made by the successful bidder.

3. SUBMISSION REQUIREMENTS

- 3.1 Bidders must be registered with the Bargaining Council for the Contract Cleaning Services Industry (BCCI) in KZN.
- 3.2 Bidders must be registered on (CSD) **Central Supplier Database** NB: ensure the overall Tax status is *compliant*
- 3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract cleaning services.

4. CONTRACTUAL ASPECTS

- 4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.

- 4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. WORK SCHEDULE

- 5.1 The official working hours for this contract, will be from 07:00 to 15:30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.
- 5.2 The service required in terms of this bid will be for week days only, therefore, not required on weekends or public holidays. Absence from work must be managed internally by the successful bidder and not hamper service delivery.

6. MINIMUM REQUIREMENTS

- 6.1 Bidders need to take account of the cleaning standards and norms as per **Schedule A** which must be applied during the course of the services.
- 6.2 Bidders must indicate compliance or non-compliance in Schedule A on a paragraph basis. Indicate compliance with the relevant paragraph by marking the **YES** box and non-compliance by marking the **NO** box. Bidders must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to this part of the bid submission. Answering questions or supplying detail by referring to other sections will not be accepted. Should bidders fail to indicate compliance to the requirements, DPW will assume that the bidder is not in compliance or agreement with the statement(s) as specified in the bid and the bid will be eliminated from further evaluation.

7. NATURE AND SCOPE OF SERVICES TO BE RENDERED

- 7.1 The Scope of work is as per **Schedule B** which is mandatory tasks and associated deliverables in normal working hours.

8. EVALUATION METHODOLOGY

- 8.1 Only qualifying bids are evaluated in terms of the 80/20 preference points system, where the 80 points will be used for price and the 20 points are awarded to the bidder for attaining B-BBEE status level contributor.

9. PRICING

- 9.1 Bidders must submit details regarding the bid price for the services on the Pricing **Schedule C** which must be submitted together with the bid documents.

- 9.2 The prices quoted must be firm for the duration of the contract and it is expected that bidders will cover the risk of price increases in the composition of the pricing structure.
- 9.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form.
- 9.4 Bidders' attention is drawn to **Schedule D** to assist them in compiling their bid price. The items listed in the schedule are not exhausted and bidders must allow for any or all other requirements in order to effect the necessary cleaning services.

10. SPECIFICATIONS & STANDARDS

- 10.1 Unless otherwise specified, the products to be utilised under this contract must comply with the relevant standards of the South African Bureau of Standards (SABS).
- 10.2 Bidders must complete and submit **Schedule E** to indicate what type of products they intend to use under this contract.
- 10.3 The Department may request samples of the products, which must be provided within seven (7) days upon request.

11. ORDERS

- 11.1 This specification and other submitted bid documents and the signed Offer and Acceptance will constitute the Contract between the successful bidder and the Department.
- 11.2 An Official Order will be issued to the successful bidder indicating the period of the Agreement (06 months).

12. PAYMENTS

- 12.1 Payment will be made monthly on submission of an **Original Invoice** for the services rendered and delivery notes.
- 12.2 Invoices and delivery notes must be placed in a sealed envelope addressed to **The Department of Public Works** and deposited in the invoice boxes provided on the ground floor Public Works Building Corner Aliwal (**Samora Machel**) and West Street (**Dr Pixley Ka Seme**).
- 12.3 The original invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's

banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.

- 12.4 The original invoice must be submitted at the beginning of the first week of each month.
- 12.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 12.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.

13. DISCLAIMER

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

14. ABSENCE OF OBLIGATION

No legal or other obligation shall arise between bidders and the Department unless and until the formal appointment documentation has been signed. The Department is not obliged to proceed with any proposals of any bidder. The Department also reserves the right to request changes to any proposed consortia.

15. DEFAULT / BREACH OF CONTRACT AND CANCELLATION OF THE CONTRACT

- 15.1 In the event that the Department fails to pay the Contractor without valid reason, for 30 days, the contractor may cancel the contract by giving the Department one (1) month written notice of such cancellation.
- 15.2 In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.
- 15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.

15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.

15.6 For purposes of this contract a “written notification” shall include a notification transmitted by e-mail or facsimile.

16. OTHER

Inquiries can be directed as follows:

Bid Enquiries :

Specification Enquiries : Mr. Siphon Masuku
Tel: 031 – 314 7312

SCHEDULE A

CLEANING STANDARDS AND NORMS

| # | REQUIREMENTS | COMPLY | | |
|----|--|--------|----|------------------------------|
| | | YES | NO | IF “NO”, INDICATE DEVIATIONS |
| 1. | <p>Cleaning Detergents</p> <ul style="list-style-type: none"> o Ammoniated liquid detergent cleaners shall comply with SABS 1225 o Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256 o Liquid acidic cleaner for sanitary ware shall comply with SABS 1257 | | | |
| 2. | <p>Disinfections</p> <ul style="list-style-type: none"> o Disinfectant liquids of the coal tar type shall comply with SABS 47 o Disinfectant containing stabilised chlorine shall comply with SABS 643 o Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032 o Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459 | | | |
| 3. | <p>Polish</p> <ul style="list-style-type: none"> o The Bidder will be advised by | | | |

| | | | | |
|----|--|--|--|--|
| | DPW representative which furniture to be polished | | | |
| 4. | Finishers (Walls & Floors) <ul style="list-style-type: none"> o Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224 o Floor sealer for vinyl flooring will comply with SABS 1042 applied in accordance with the manufacturer's instructions o Ceramic tiles must be cleaned with normal tile cleaner o Wipe and strip wooden wall finishes with approved detergent complying with SABS 525 o Tile surfaces are to be cleaned with approved detergent complying with SABS 525 o All cleaning and maintenance of floor shall be carried out in accordance with SABS Code 0170 o Screed floor tiles to be cleaned with approved detergent complying with SABS 525 o Laminated floor covering to be cleaned with approved detergent complying with SABS 525 | | | |
| 5. | Carpets <ul style="list-style-type: none"> o All carpets must be vacuumed, cleaned daily with industrial standard equipment | | | |
| 6. | Dusting, Wiping, Clean, etc. <ul style="list-style-type: none"> o Wipe all surfaces areas with a clean damp cloth o All ornaments, window sills needs to be dusted o Turnstiles to be cleaned and polished o Non-slip polish to be used on all surfaces | | | |
| 7. | Overall Requirements <ul style="list-style-type: none"> o Provide adequate vacuum cleaners, brooms, mops, dusters, cloths, detergents and cleaning trolleys o Attached list of proposed equipment to be used o Attached Organogram indicating the proposed team for this contract | | | |
| 8. | Personnel Requirement <ul style="list-style-type: none"> o Conduct business in a courteous and professional manner | | | |

| | | | | |
|-----------|--|--|--|--|
| | o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees | | | |
| | o Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified | | | |
| | o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract | | | |
| | o Ensure that replacement staff is available should the need arise | | | |
| | o Ensure that DPW is informed of any removal and replacement of personnel | | | |
| | o All personnel must be SA Citizens and DPW reserves the right to validate citizenship | | | |
| 9. | General Conditions | | | |
| | o Equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of DPW | | | |
| | o Provide all personnel working under this contract with adequate Personnel Protective Equipment (PPE) and clothing and to ensure these items are worn at all times | | | |
| | o Comply with the relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. | | | |
| | o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract | | | |
| | o DPW will not accept responsibility for accounts / expenses incurred by the Service Provider that was not agreed upon by the contracting parties | | | |
| | o All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention o All cleaning equipment such as brooms, mops, cloths must be | | | |

| | | | | |
|--|--|--|--|--|
| | cleaned with an applicable disinfectant on a daily basis | | | |
|--|--|--|--|--|

SCHEDULE B SCOPE OF WORK

| DESCRIPTION | FREQUENCY |
|--|----------------------|
| OFFICES, WAITING AREAS, BOARDROOMS, CUBICLES, COURT ROOMS, ETC. | |
| Furniture: | |
| o Wipe work stations and filing cabinets | Daily |
| o Clean / dust chairs | Weekly |
| o Wipe and dust Boardroom tables | Daily |
| o Vacuum upholstered chairs | Weekly |
| Internal Glassed: | |
| o Wipe glazed doors, including handles and frames | Daily |
| o Wipe glazed windows, including frames | Daily |
| Carpet Floor Covering: | |
| o Vacuum | Daily |
| o Spot clean marks | Daily |
| o Deep cleaning carpets | Twice per Annum |
| o Deep cleaning of high traffic areas | As and when required |
| Wall Cleaning: | |
| o Clean internal walls | Adhoc |
| o Passage walls | Adhoc |
| Floor Cleaning: | |
| o Broom sweep and wash floor tiles | Daily |
| Telephones | |
| o Dust and damp-wipe telephones, including cables, etc. | Weekly |

| | |
|--|---------|
| Curtains & Blinds: | |
| ○ Wipe and dust blinds | Weekly |
| ○ Vacuum curtains | Weekly |
| Plants: | |
| ○ Water plants | Weekly |
| ○ Clean artificial plants and plant containers | Weekly |
| Wipe / clean light switches, door handles and air condition diffuses | Weekly |
| Dust / wipe / clean office automation (fax machines, photocopiers, etc.) | Weekly |
| Dust / wipe / clean computers | Daily |
| HALL AND TELLER'S COUNTERS | |
| Floor / wooden tiles: | |
| ○ Broom sweep and wash tiles | Daily |
| ○ Machine scrub | Monthly |
| ○ Strip tiles | Monthly |
| Dust / wipe / clean office automation (fax machines, photocopiers, etc.) | Weekly |
| Dust / wipe / clean computers | Daily |
| Wipe / clean security glass at teller's counters | Daily |
| Wipe / clean security entrance cubicle glass, doors and handles | Daily |
| Wipe down walls, doors, vending machines, public telephone booths and furniture | Daily |
| Wipe / clean light fittings, light switches, pictures and mirrors | Daily |
| Dust / wipe / clean reception and security furniture | Daily |
| Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors) | Daily |
| Empty, clean and disinfect waste bins | Daily |
| Clean artificial plants and plant containers (if applicable) | Weekly |
| Water plants (if applicable) | Weekly |
| Vacuum carpets (if applicable) | Daily |
| Dust / wipe blinds and vacuum curtains (if applicable) | Weekly |
| Wipe / clean directory boards | Weekly |
| KITCHEN | |

| | |
|--|---------|
| Replenish hand towels | Daily |
| Floor / wooden tiles: | |
| o Broom sweep and wash tiles | Daily |
| o Machine scrub | Monthly |
| o Strip tiles | Monthly |
| Wipe / clean and disinfect appliances | Daily |
| Wipe down / clean and disinfect inside cupboard and doors | Daily |
| Wipe / clean and disinfect kitchen zinc | Daily |
| Wipe / clean and disinfect kitchen utensils, cutlery and crockery | Daily |
| LIFTS | |
| Broom sweep floor | Daily |
| Wipe all Mirrors | Daily |
| Wash and clean floor | Daily |
| Damp-Wipe control panel and all vertical surfaces | Daily |
| ENTRANCE HALL | |
| Floor / wooden tiles: | |
| o Broom sweep and wash tiles | Daily |
| o Machine scrub | Monthly |
| o Strip tiles | Monthly |
| Wipe down walls, doors, vending machines, public telephone booths and furniture | Daily |
| Wipe / clean light fittings, light switches, pictures and mirrors | Daily |
| Dust / wipe / clean reception furniture | Daily |
| Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors) | Daily |
| Empty, clean and disinfect waste bins | Daily |
| Clean artificial plants and plant containers (if applicable) | Weekly |
| Water plants (if applicable) | Weekly |
| Vacuum carpets (if applicable) | Daily |
| Dust / wipe blinds and vacuum curtains (if applicable) | Weekly |
| ABLUTION FACILITIES | |

| | |
|---|--------------|
| ○ Clean and was all urinals, wash hand basins and water closets | Daily |
| ○ Wipe all Mirrors | Daily |
| ○ Clean down and wipe all toilet doors | Daily |
| ○ Replenish soap dispensers | Continuously |
| ○ Place toilet rolls in dispensers | Continuously |
| ○ Refill automated air fresheners (if applicable) | Daily |
| ○ Replenish hand towels | Continuously |
| ○ Empty SHE bins | Weekly |
| Floor Tiles: | |
| ○ Broom sweep and wash floor tiles | Daily |
| ○ Machine scrub | Monthly |
| ○ Strip tiles | Monthly |
| Wall tiles splash backs: | |
| ○ Wash tiles | Daily |
| COORIDORS / PASSAGES | |
| Floor Tiles: | |
| ○ Broom sweep and wash floor tiles | Daily |
| ○ Machine scrub | Monthly |
| ○ Strip tiles | Monthly |
| ○ Polish floors | Monthly |
| Dust / wipe / clean furniture, walls, doors, handles, cupboard doors, vending machines, public telephone booths, counter tops | Daily |
| Polish public benches | Weekly |
| Clean artificial plants and plant containers (if applicable) | Weekly |
| Water plants (if applicable) | Weekly |
| STORE ROOM | |
| Broom sweep, wash floors and vacuum | Daily |
| WASTE DISPOSAL | |
| Clean and empty all waste bins and receptacles | Daily |
| Wash all waste bins and receptacles | Weekly |

| | |
|---|--------------------------|
| WINDOWS | |
| Dust / clean / wash window sills | Daily |
| Cleaning of windows (internal and external) | Quarterly |
| Cleaning inter-office windows | Weekly |
| Removal of all bird droppings on windows | Weekly |
| CELLS AND HOLDING AREAS | |
| Broom sweep floors | Daily |
| Wash and disinfect walls and doors | Weekly |
| Empty, clean and disinfect waste bins | Daily |
| Deep cleaning holding areas and cells | Monthly |
| Deep cleaning of toilets | Monthly |
| Clean and disinfect toilet bowls and urinals | Daily |
| Remove graffiti marks | As and when required |
| Dust / clean metal bars | Daily |
| DEEP CLEANING TOILETS | |
| Cleaning toilets by spray | Monthly |
| PEST CONTROL | |
| Ants (Spray) | Every after three months |
| Cockroaches (Spray) | Every after three months |
| Rats (Pallets) | Every after three months |
| GROUNDS UPKEEP | |
| Dispose of all litter | Daily |
| Broom sweep yard | Weekly |
| Hose wash hard standing | Twice Monthly |
| REFUSE AREA / ROOM | |
| Broom sweep, clean, wash and disinfect refuse room / area | Weekly |
| Ensure refuse bins is ready for pick up by Municipality / removal company | Weekly |
| Clean, Wash and disinfect drains | Daily |
| Wipe down, clean and disinfect walls | Weekly |

| | |
|--|----------------------|
| Wash and disinfect refuse bins | Weekly |
| BASEMENT AREA (If applicable) | |
| Broom sweep floors | Weekly |
| FIRE ESCAPE STAIRS (If applicable) | |
| Broom sweep floors | Weekly |
| GENERAL (ALL AREAS) | |
| Damp-wipe signage (of various sizes) | Weekly |
| Dust picture frames (of various sizes) | Twice Weekly |
| Spot clean finger marks from paintwork and light switches | Daily |
| Vacuum blinds | Monthly |
| Wipe and clean finger, water, coffee marks, etc. on all surfaces | Daily |
| Clean hand rails | Weekly |
| Clean and polish all upright metal fittings | Weekly |
| Wipe all internal doors | Weekly |
| Wipe all metal and timber shelves | Monthly |
| Dust light fittings | Twice Monthly |
| Wash / clean external entrance façade and pillars | Monthly |
| Wipe / clean external notice boards | Weekly |
| Remove graffiti marks | As and when required |
| | Weekly |
| | |

SCHEDULE C (PART 1)

PRICING SCHEDULE

BABANANGO MAGISTRATES COURT

- NB:** 1. THIS SECTION MUST BE COMPLETED IN FULL AND IS TO BE SUBMITTED TOGETHER WITH THE BID
2. FAILURE TO COMPLETE THIS SECTION WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS
3. **FAILURE TO COMPLY WITH DEPT OF LABOUR/BCCI WAGES RATES FOR EMPLOYEES IN THIS SECTION WILL RESULT IN DISQUALIFICATION DURING THE BIDDING PROCESS**

1. SALARIES AND WAGES: BIDDER'S OWN PERSONNEL / MONTHLY

- a. *This below rates include the following: Actual Monthly Wages, Annual Bonus, Provident Fund, UIF, BCCCI Levies, Uniforms, Family Responsibility Leave, NCCA, COIDA, & Annual Leave. Therefore your rate must include the above - mentioned, failure to do so will result for being disqualified and not compliant.*

| POSITION | LEGISLATIVE RATES/ HOUR | QTY | WAGE PER WORKER | TOTAL AMOUNT PER MONTH |
|--|-------------------------|-----|-----------------|------------------------|
| General Worker: (01.09.2023 to 29.04.2024) | R | 01 | R | R |
| General Worker: (01.03.2024 to 28.02.2025) | R | 01 | R | R |
| General Worker: (01.03.2025 to 28.02.2026) | R | 01 | R | R |
| General Worker: (01.03.2026 to 31.08.2026) | R | 01 | R | R |
| Total Wages and Allowances for 01 General Workers for 36 Months | | | | R |

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Any reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

2. HYGIENE SERVICES

| DESCRIPTION | QUANTITY | COST PER ITEM | TOTAL COST |
|--|----------|---------------|------------|
| Servicing Of Sanitary Bins (Including Hygienic Bin Liners, She Bags & Disinfectant Chemicals) - Weekly | 05 | R | R |
| Air Fresheners Refills | 07 | R | R |
| Urinary Mats | 05 | R | R |
| Monthly Costs | | | R |
| Total Cost For 36 Months | | | R |

SUMMARY

| | |
|--|----------|
| Hygiene Services | R |
| Overheads (Transport & Repairs to Equipment) | R |
| CIP @ 5% | R |
| Sub Total | R |
| VAT @ 15% | R |
| Profit @ 20% | R |
| Safety File | R |
| Labour Costs | R |
| Total Over 36 Months | R |

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Any reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

SCHEDULE D

CHECKLIST FOR COMPILING BID PRICE

This schedule is inserted to assist bidders in compiling the bid price. The listed items are provided to indicate to the bidders what the minimum is that should be allowed for in the bid. The items as listed are not necessarily exhausted and bidders may add to the list as it suits their requirements. Bidders must therefore make allowance for any other items in their bid price in order to effect the necessary cleaning services.

The information provided is done in good faith by the Department. The Department does not accept any liability for the correctness thereof. All bidders must indicate compliance with the veracity of all information contained in the bid, conversances with the onsite conditions and that they have the capacity to fulfil the requirements of this bid.

In compiling the bid price, the bidders' attention is drawn to, but not limited to the items as listed below.

It must be borne in mind that the quantities must be for the duration of the contract.

| CHECKLIST FOR COMPILING BID PRICE |
|---|
| <p>Labour Costs:</p> <ul style="list-style-type: none">○ Salary (One staff member per 650m² is considered average)○ UIF Pension / Provident Fund○ Supervisor○ Replacement for staff: Leave, sick leave, etc.) <p>Uniforms for Staff:</p> <ul style="list-style-type: none">○ ID Cards○ Shoes○ Overall –Dress (Ladies) and / or Suit (Men) |
| <p>Material (Chemicals / Consumables)</p> <p><u>Do not forget to make allowances for:</u></p> <p>Hand soap / liquid soap for soap dispensers; brasso; Handy Andy (or equal); deo block 100 gram round blocks; furniture polish – Mr Min (or equal); disinfectant pine / germitol / calpine; jeyes fluid, liquid bleach; liquid window cleaning detergent; graffiti remover; cement cleaner; mutton cloth; heavy duty black bags; red pads for polisher; black pads for polisher; floor sealer; floor stripper; penlight AA batteries, etc.</p> |
| <p>Equipment and Machinery:</p> <p><u>Do not forget to make allowances for:</u></p> <p>Polisher; scrubbing machine; extension leads; industrial vacuum cleaners; polish applicator; caution signboards (e.g. "floor wet", "slippery"); dust pan; medium platform broom (soft / hard); household broom; rubber hand gloves; mop; bucket; toilet brush; trolley, yellow dusters; all-purpose scrubbing brush steel wool</p> |

NB: Has allowance been made for equipment / machinery?

Toilet Paper and hand Towels:

A continued supply of toilet paper, hand towels and soap must be supplied to all ablution facilities.

NB: Toilet paper: single ply, white only, 1st grade – 500 sheet, SABS code 174 – minimum requirement

Window Cleaning:

Has allowance been made for internal and external cleaning of windows?

SCHEDULE E

CLEANING MATERIALS LIST AND PRODUCT DATA SHEET

| ITEM | PRODUCT NAME | CODE | SABS APPROVED (Y/N) | SUPPLIER NAME |
|---|--------------|------|---------------------|---------------|
| Chemical Useable: / | | | | |
| Floor liquid cleaner | | | | |
| Hand Soap / liquid for dispensers | | | | |
| Brasso | | | | |
| Handy Andy or of equal quality | | | | |
| Deo blocks or of equal quality | | | | |
| Furniture polish – Mr Min or of equal quality | | | | |
| Disinfectant pine / gemitol / calpine or of equal quality | | | | |
| Jeyes fluid or of equal quality | | | | |
| Liquid bleach | | | | |
| Liquid window cleaning detergent | | | | |
| Graffiti remover | | | | |

DOJ: Babanango Magistrate Court: 36 Months Cleaning & Hygiene Services (Labour Only)

Any reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

| | | | | |
|---|--|--|--|--|
| Cement cleaner | | | | |
| Liquid soap | | | | |
| Mutton Cloth | | | | |
| Heavy duty black bags | | | | |
| Red pads for polisher | | | | |
| Black pads for polisher | | | | |
| Floor sealer | | | | |
| Floor stripper | | | | |
| Drain / trap cleaner | | | | |
| Sanitiser/disinfectant for gullies/gutters/channels | | | | |
| General surface disinfectant/ cleaner | | | | |
| Toilet Paper: | | | | |
| Toilet paper (single ply, white only, 1 st grade – 500 sheet, code 174) – minimum requirement to be supplied | | | | |
| Paper hand Towel: | | | | |
| Paper Hand Towels (Kim-dry) | | | | |

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

| | | | |
|------------------------|--|------------------------|------|
| Project title: | JUSTICE: BABANANGO MAGISTRATES COURT: CLEANING & HYGIENE SERVICES FOR 36 MONTHS - 559sqm | | |
| Project Leader: | Sipho D. Masuku | Bid / Quote no: | DBNQ |

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

| Bid Document Name: | Number of Pages: | Returnable document: |
|---|-------------------------|-----------------------------|
| DPW-07(FM): Form Of Offer And Acceptance | Pages | <input type="checkbox"/> |
| PA-03(GS): Notice And Invitation To Bid | Pages | <input type="checkbox"/> |
| PA-09: List Of Returnable Documents | Pages | <input type="checkbox"/> |
| PA-10(FM): Conditions Of Contract | Pages | <input type="checkbox"/> |
| PA-11: Bidders' Declaration | Pages | <input type="checkbox"/> |
| PA-14: Medical Certificate For The Confirmation Of Permanent Disabled Status | Pages | <input type="checkbox"/> |
| PA-15.1: Resolution of Board Of Directors | Pages | <input type="checkbox"/> |
| PA-15.2: Resolution Of Board Of Directors To Enter Into Consortia Or Joint Venture | Pages | <input type="checkbox"/> |
| PA-15.3: Special Resolution Of Consortia Or Joint Venture | Pages | <input type="checkbox"/> |
| PA-16: Preference Certificate | Pages | <input type="checkbox"/> |
| Bill Of Quantity: Fully priced and signed | Pages | <input type="checkbox"/> |
| Submission of completed and signed Site Inspection Certificate | Pages | <input type="checkbox"/> |
| Submission of signed Specification For Cleaning & Hygiene Services | Pages | <input type="checkbox"/> |
| Submission of B-BBEE Verification Certificate, failing which, the bidder will not be able to claim B-BBEE Points | Pages | <input type="checkbox"/> |
| Submission of certified copy of Bargaining Council Certificate. Please note that the Department Of Public Works has a right to verify compliance with the Cleaning Bargaining Council and failure to comply with their terms and regulations may lead to termination of the contract. | Pages | <input type="checkbox"/> |
| Submission of copies of registration documents of the company (CK1, CK2 or CR10) | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |

| | | |
|-----------------------|------------------|-------------|
| | | |
| Name of Bidder | Signature | Date |

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. **Definitions**
2. **Application**
3. **General**
4. **Standards**
5. **Use of contract documents and information; inspection**
6. **Patent rights**
7. **Performance security**
8. **Inspections, tests and analysis**
9. **Packing**
10. **Delivery and documents**
11. **Insurance**
12. **Transportation**
13. **Incidental services**
14. **Spare parts**
15. **Warranty**
16. **Payment**
17. **Prices**
18. **Contract amendments**
19. **Assignment**
20. **Subcontracts**
21. **Delays in the supplier's performance**
22. **Penalties**
23. **Termination for default**
24. **Dumping and countervailing duties**
25. **Force Majeure**
26. **Termination for insolvency**
27. **Settlement of disputes**
28. **Limitation of liability**
29. **Governing language**
30. **Applicable law**
31. **Notices**
32. **Taxes and duties**
33. **National Industrial Participation Programme (NIPP)**
34. **Prohibition of restrictive practices**

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

| | | | |
|-------------------------|---|----------------------|-----------------|
| Project title: | JUSTICE: BABANANGO MAGISTRATES COURT: 36 MONTHS CLEANING & HYGIENE SERVICE CONTRACT - 559sqm | | |
| Tender / Bid no: | DBNQ | Reference no: | 19/2/3/2/12/588 |

I, _____ (surname and name),
 identity number, _____ do hereby declare that I am a registered medical
 practitioner, with my practice number being _____, practising at
 _____ (Physical or postal addresses)
 declare 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:

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

 Signature

 Date

**OFFICIAL STAMP OF
 MEDICAL PRACTITIONER**

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
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| 17 | | | |
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| 19 | | | |
| 20 | | | |

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 1. | An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration) |
| 2. | Located within KZN Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by women (Mandatory) | 4 | <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration) |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 4. | An EME or QSE which is at least 51% owned by people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDASA) • CSD Report • CIPC (company registration) |
| 5. | An EME or QSE which is at least 51% owned by youth. (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration) |

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|
| 1. An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | |
| 2. Located within KZN Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | |
| 3. An EME or QSE or any entity which is at least 51% owned by women | 4 | |
| 4. An EME or QSE or any entity which is at least 51% owned by people with disability | 2 | |
| 5. An EME or QSE or any entity which is at least 51% owned by youth .* | 2 | |

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm.....

b. Company registration number:

c. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

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