



publicworks  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
DURBAN REGIONAL OFFICE

**REFERENCE NUMBER – DBNQ23/09/16**

**SERVICE DESCRIPTION : DPWI: ERF-121 WEENEN: CLEARING OF  
OVERGROWN VEGETATION ON A STATE OWNED PROPERTY.**

**SUBMITTED BY:**

Company Name: \_\_\_\_\_

CSD registration: \_\_\_\_\_

**CLOSING DATE: 11/09/2023 @11:00  
Box Number 16 – 157 Monty Naicker Street**

TECHNICAL ENQUIRIES	OTHER ENQUIRIES
Name : Jabulani Mshize	Name : Price Nkomo
Contact number : 031 314 7096/093 780 8146	Tel no. : 031 314 7217/7046
Email: <a href="mailto:jabulani.mshize@dpw.gov.za">jabulani.mshize@dpw.gov.za</a>	Email: <a href="mailto:price.nkomo@dpw.gov.za">price.nkomo@dpw.gov.za</a>



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REPUBLIC OF SOUTH AFRICA

Private Bag 354316, DURBAN 4001 Tel: +27 31 Tel: 314 7000 website: [www.publicworks.gov.za](http://www.publicworks.gov.za)  
Supply Chain Management: Mr. Prince Ndlovu – 314 34 7317  
Project Management – Mr Jabulani Mkhize

### REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be received at NOMPW: ERF 122 WEENEN DBN025/09/16

Bid response documents to be deposited in the bid box situated at: National Department of Public Works and Infrastructure: 167 Monty Naicker Street

Item	Description	Quantity / Period
1	Clearing of overgrown vegetation on a state owned property	

**CLOSING DATE: 11 / 08 / 2023. CLOSING TIME @ 11h00 AM**

**NB: No late documents will be accepted.**

Kindly submit your quotation or fully completed the attached bid document and bill of material and specifications attached in hereover, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicate if you price includes or exclude VAT. *"You may quote VAT only if you are a VAT Member"*

#### **TERMS AND CONDITIONS**

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

Yours Faithfully

SIGNATURE:

DATE:

04/09/2023

## PA 12: INVITATION TO BID PART A

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

BID NUMBER	DIN/2023/09/16	QUANTITY	11,00,000	CLOSURE TIME	11:00am
DESCRIPTION	DIPLOMA - 22 WITHINNE CLARINO OF OVERGROWN VEGETATION ON A STATE OWNED PROPERTY.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM 1/68 & FORM 1/69).  
BID RESPONSE DOCUMENTS MAY BE OBTAINED IN THE BIDDING OFFICE AT (STREET ADDRESS)

**NOTIFY DURBAN REGIONAL OFFICE, KEM HENDER HALL, DOOR NO 157, MERRY CROCKER ROAD, 55, SAVERIJI CHIKKA, A NEW DIRECT ENTRANCE TO Dr. Kalya Ka Samsa is Temporal (class.)**

OR POSTED TO:  
[Redacted]

SUPPLIER INFORMATION					
NAME OF BIDDER					
PUNA ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E MAIL ADDRESS					
VAT REGISTRATION NUMBER					
			TCS P#:		OR
				OR	330 %
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS BIDDING (Attach proof of authority to sign the bid; e.g. resolution of directors, etc.)					

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT, FULSHE ENT TO		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
TELEFAX 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 SUPPLIER TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.
  - 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: VAT, SITES REGISTRATION DIRECTORSHIP MEMBERSHIP IDENTITY NUMBERS TAX COMPLIANCE STATUS, AND BANKING INFORMATION FOR VERIFICATION PURPOSES.

1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CEO, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION DIRECTORSHIP MEMBERSHIP DIVIDEND NUMBERS; TAX COMPLIANCE STATUS) MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.5.	THIS RFP IS SUBJECT TO THE PRESENT AND FUTURE POLICY DECISIONS AND CONDITIONS AND THE TERMS AND CONDITIONS OF OUR BILL OF MATERIALS AND, IN ADDITION, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.	BIDDERS MUST ENSURE COMPLIANCE WITH THE FOLLOWING TAX COMPLIANCE REQUIREMENTS:
2.1.	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBERS (ID NO.) TOGETHER WITH THEIR TAX COMPLIANCE STATUS TO ENABLE THE ORGANIZATION TO VERIFY THE BIDDER'S PROFILE AND TAX STATUS.
2.2.	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PRIMARY KEY (PK) NUMBER MUST BE FILED IN ORDER TO USE THIS PROJECT'S TAX FACILITIES AND TO BE REGISTERED WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.3.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.4.	IN BIDS WHERE SUBSIDIARIES AND SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS/PK NUMBER.
2.5.	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSDB) A CSDB NUMBER MUST BE PROVIDED.

<b>3. SUBSTIANTIARE TO EIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A SUPPLIER OF THE PRODUCTS OF SOUTH AFRICAN ORIGIN? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RCAF? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RCAF? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RCAF? <input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.1 ABOVE.

**NOTE: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

**Note 1/16/17:**

- a) The cost of the RFP tender, the bidder's marginal increase to the bid price (in the absence of a bid) and the value added tax (VAT) will be included in the bid price in accordance with section 22(1)(b) of the Income Tax Act (No. 64 of 1968) as amended, unless indicated otherwise.
- b) All delivery costs must be included in the bid price, for delivery of the prescribed documents.
- c) The cost of the provision of the items in the bid will be considered to be included in the bid price unless indicated otherwise.
- d) Any and all tax (including VAT), inclusive of VAT, indicated in the bid is to be included in the bid price (including VAT) unless otherwise indicated.
- e) Where there are no indications as to what the goods and services in the bid are, including delivery, and the cost of the goods and services is to be included in the bid price, and that the bidder cannot show any evidence to the contrary.

All applicants for the contract will be called upon to provide the necessary information and documents to the relevant departments for the purpose of the contract.



**public works**

Department  
Public Works  
REPUBLIC OF SOUTH AFRICA

## **SPECIFICATION**

**CLEARING OF OVERGROWN VEGETATION ON A VACANT STATE  
OWNED PROPERTY; ERF 122 WEENEN**

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**AT THE**

**SITE NUMBER ERF 122 WEENEN**

**KWAZULU NATAL**

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## CLEARING OF OVERGROWN VEGETATION

### CONTENTS

1. SCOPE
2. STANDARD SPECIFICATIONS

### 1. SCOPE

This specification covers the CLEARING OF OVERGROWN VEGETATION of the facility. The scope of work has been divided into:

- Clearing of overgrown vegetation
- Control the undesired vegetation using herbicide/ weedkillers.

### 1.1 CLEARING OF OVERGROWN VEGETATION

The area where CLEARING OF OVERGROWN VEGETATION is to be performed is the area included within the perimeter fence of the applicable installation and all areas falling within fenced in residential properties (See Table 1.1). Clearing of overgrown vegetation will include removal of rubble, removal of weeds, scrubs and objects and cutting of grass.

TABLE 1.1: OPEN AREAS

NO	LOCATION	AREA	DESCRIPTION
1	<b>ERF 122 WEENEN</b>	<b>0.0153,1ha</b>	All areas included within the perimeter fence and all areas falling within fenced in residential properties.

### 1.2 CLEARING OF OVERGROWN VEGETATION

#### **\*Scope of Work**

•

1.2.1 It is expected that the provisioning of Clearing of overgrown vegetation to the **ABOVE MENTIONED SITES** will be provided at a standard commensurate with the high standards. It is therefore required that generally accepted best practice be implemented by trained and motivated staff.

1.3.1 Responsibility of the Service Provider to include:

The entire grounds and lawns, including all lawns, gardens, external hard surfaces surrounding individual units, paved roads, walkways, parking areas & Trees Maintenance

### 1.3.3 Description of services:

- The clearing of overgrown vegetation include cutting and mowing of all grassed areas including verges, making of all mowed lawns, edging of lawn areas, edging of flower beds, removal of gardening refuse, turf weeder, fertilizer for lawn and flower beds, hand weeding of all flower beds, turning of soil, pest control in all flower beds and where necessary, spraying of the entire area to be free weeds, garden refuse removal includes of skips, trimming of formal hedges, pruning of trees where necessary, pruning of palm trees when necessary, pruning of Murray Exotic, gardening maintenance of slopes ground to a on verge.

### 1.3.4 Weeds and Pest Control

- The Service Provider is responsible for all eradication of weeds by or chemical application. Chemical application is to be done as per manufacturer's specifications.
- Weed control entails all areas of lawn, roads, paths and paving on an ongoing basis.

### 1.3.5 Litter

All litter and/or refuse falling on the areas shall be removed during the normal course of maintenance.

### 1.3.6 Duration of Service

The intended term of contract will be three (3) years.

### 1.3.7 Equipment

- All equipment tools and machinery will be supplied and maintained by the Service Provider.

1.3.10 The Service Provider is obliged to ensure that all equipment is well maintained and serviced at all times according to the manufacturer's specifications in order to prevent unnecessary breakdowns, leaks, damage or injury.

All equipment to carry out the above is to be supplied by the Service Provider and is to be in good working condition. Public Works officials will inspect the condition of the following equipment that is needed (before the contract starts):

- 03 Heavy Duty Brush Cutters
- 04 Heavy Duty Blower
- 03 Heavy Duty Chain Saw

- 04 Spades
- 04 Leaf Rakes
- 02 Shovel
- 06 Hand Brushes

1.4.1 All uniforms and protective clothing is to be supplied by the Service Provider

1.4.2 All chemicals supplied by the Service Provider must be SABS Approved

1.4.3 A Service Level Agreement is to be provided by the Service Provider and shall form the framework within which an integrated package of service deliveries can be defined. It is to be designed specifically to inform both parties of the level of service that would be expected and to which both parties can continually strive to improve the quality of service being delivered. It also is to indicate what level of support is required from our side to ensure that the service being delivered on site by the Service Provider is efficient, professional and cost effective.

1.4.4 The tender costing for this contract is to be provided in the tender documentation submitted

1.4.5 A three per cent is to be added for the tender period, pricing to be calculated to accommodate any annual wage increases as per any Bargaining Council recommendation and inflation (CPI).

## 2 Quotation

Contractors are required to submit a quotation for execution of the tasks as detailed in this document for the execution of maintenance tasks as per the supplied bill of quantities. The tender items include all risks, without any amendment, omission or addition. The successful tenderer will be determined by the adjudication of the tender price & preference points.

Absence from the official (published in the Government Gazette/tender bulletin) site meeting for an assessment/inspection prior to the closing of the tender/evaluation will disqualify the prospective contractors.



### **3 Service Required,**

The work to be performed according to the end use specification for the execution of clearing of overgrown vegetation (Scope of work)

### **4 Security Identification**

The contractor must supply each employee with a photo identification card. The card must have the following information:

- The name of the firm (contractor)
- Name of the employee
- Identity number of the employee.
- Signature of the employee

### **6 Supply and issue protective clothing**

- At the cost of the bidder the workers shall wear the branded safety clothing.

### **7 Supervision**

- a. The contractor must at all times have strict and effective supervision of the workers' performance at specific site. The contractor must have applicable experience and be knowledgeable of gathering services apparatus to be able to monitor the workers. The bidder must have reserve staff to replace staff on leave to maintain a full staff complement at all times.
- b. The contractor must react in all respects to reasonable requests from the Department contact person or the Department.
- c. All request with financial implications to be confirmed in writing to the contractor by the Department.

### **B Equipment**

- a. The contractor shall be responsible for the supply and maintenance of all equipment that will be necessary for the satisfactory delivery of this service for the full period of the contract. The equipment can either be owned or leased by the contractor.

- a. The equipment used by the contractor must comply with the regulations of the machinery and occupational safety act. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHS Act 85 of 1983.
- b. The bearing equipment and machinery supplied by the contractor must be of industrial quality and will be inspected before awarding the contract & the contract personnel. Failing to meet this requirement will result in not awarding the contract or termination of contract.
- c. The Department can not supply space for the storage of equipment. Where there is no space for storage the contractor must remove his equipment from the site or erect a suitable store for the equipment on site. The Department has the right to inspect at any time the storage space and at his discretion cancel the arrangement. The storage space must be in compliance of OHS Act 85 of 1983 and the various regulations as set out by the Metropolitan Council.
- d. The Department has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

#### **9 Warning signs**

- a. The contractor will be compelled to supply real warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These boards/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any persons/staff that work is in progress.
- b. The contractor must have all warningboards made in English for the full term of the duration.

## 2. EXECUTION OF WORK

### 2.1 GENERAL

The contractor shall ensure that the necessary materials, skilled personnel, tools and equipment are available at all times to accommodate the maintenance of the facility.

The contractor shall be responsible for clearing of walk ways as frequently as necessary to maintain them in a clear and healthy condition. The actions outlined serve only as a benchmark for the clearing and maintenance of the facilities.

**BIPOCAL ARMY OF PUBLIC WORKS**  
**MEMBERSHIP LIST**  
**CITY OF WASHINGTON, DISTRICT OF COLUMBIA**

MEMBER INFORMATION				
NO.	NAME	AGE	SEX	RESIDENCE
1	<b>BARRETT, JOHN</b> 1234 5th St NW Washington, DC 20004 (202) 555-1234	45	M	
2	<b>CHAMBERS, JANE</b> 5678 9th St NE Washington, DC 20011 (202) 555-5678	38	F	
3	<b>DICKSON, ROBERT</b> 9876 1st St SW Washington, DC 20024 (202) 555-9876	52	M	
4	<b>EVANS, SARAH</b> 2345 4th St SE Washington, DC 20003 (202) 555-2345	41	F	
5	<b>FRANKS, DAVID</b> 7654 3rd St NW Washington, DC 20002 (202) 555-7654	33	M	
6	<b>GARDNER, LUCAS</b> 8765 6th St SE Washington, DC 20002 (202) 555-8765	29	M	
7	<b>HARRIS, EMILY</b> 1357 8th St NW Washington, DC 20004 (202) 555-1357	36	F	
8	<b>IRVING, BENJAMIN</b> 2468 9th St SE Washington, DC 20003 (202) 555-2468	44	M	
9	<b>JACKSON, ALEXANDRA</b> 3579 1st St NW Washington, DC 20004 (202) 555-3579	31	F	
10	<b>KELLY, MICHAEL</b> 4680 2nd St SE Washington, DC 20003 (202) 555-4680	48	M	
11	<b>LEWIS, CHLOE</b> 5791 3rd St NW Washington, DC 20002 (202) 555-5791	27	F	
12	<b>MANNING, DREW</b> 6802 4th St SE Washington, DC 20003 (202) 555-6802	35	M	
13	<b>NICHOLS, ISABELLA</b> 7913 5th St NW Washington, DC 20002 (202) 555-7913	30	F	
14	<b>OLSON, JACOB</b> 8024 6th St SE Washington, DC 20003 (202) 555-8024	42	M	
15	<b>PETERS, ARIANNE</b> 9135 7th St NW Washington, DC 20002 (202) 555-9135	39	F	
16	<b>QUINN, COLTON</b> 0246 8th St SE Washington, DC 20003 (202) 555-0246	26	M	
17	<b>ROBERTS, HANNAH</b> 1357 9th St NW Washington, DC 20004 (202) 555-1357	34	F	
18	<b>SMITH, IAN</b> 2468 1st St SE Washington, DC 20003 (202) 555-2468	40	M	
19	<b>TAYLOR, JESSICA</b> 3579 2nd St NW Washington, DC 20002 (202) 555-3579	32	F	
20	<b>WARD, KYLE</b> 4680 3rd St SE Washington, DC 20003 (202) 555-4680	46	M	
21	<b>WESTON, LUCAS</b> 5791 4th St NW Washington, DC 20002 (202) 555-5791	37	M	
22	<b>XENOPOLUS, MAYA</b> 6802 5th St SE Washington, DC 20003 (202) 555-6802	28	F	
23	<b>YOUNG, NATHAN</b> 7913 6th St NW Washington, DC 20002 (202) 555-7913	43	M	
24	<b>ZIMMERMAN, OLIVIA</b> 8024 7th St SE Washington, DC 20003 (202) 555-8024	30	F	
<b>TOTAL</b>		800	350	450

MEMBER INFORMATION

NO.	NAME	AGE	SEX	RESIDENCE
1	<b>ROBERTS, DAVID</b> 1234 5th St NW Washington, DC 20004 (202) 555-1234	45	M	
2	<b>SMITH, JANE</b> 5678 9th St NE Washington, DC 20011 (202) 555-5678	38	F	

12	<p>• Welche Aufgaben hat die Marketingfunktion des Unternehmens?</p> <p>• Welche Aufgaben hat die Marketingfunktion des Unternehmens?</p> <p>• Welche Aufgaben hat die Marketingfunktion des Unternehmens?</p>	10	10	
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INSTITUT FÜR MARKETING UND VERKAUF

2024

INSTITUT FÜR MARKETING UND VERKAUF

2024

INSTITUT FÜR MARKETING UND VERKAUF

## 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:	DPW/ EPW-122 WEEWEG: CLEARING OF OVERGROWN VEGETATION ON A STATE OWNED PROPERTY.
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Quota no:		Closing date:	
Closing time:	11:30 AM	Validity period:	20 days

### 1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink, (SA as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
5	<input checked="" type="checkbox"/>	Submission of PA 32: invitation to Bid
6	<input type="checkbox"/>	Submission of copies of attached compulsory briefing session, <i>insert invitation why the tender start/closing meeting is declared compulsory</i>
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	Submission of original certified copy of registration with the department of agriculture and forestry as <i>pest control in industrial vegetation &amp; noxious weeds.</i>
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	

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

The Employer reserves the right to request further information regarding the non-compliance criteria. Failing to submit further clarification or other documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any contract to be initiated by the person authorised to sign the tender documents in respect PA 10.1 or PA 10.2 (director or holder of director's / or PA10.3 Special Resolution of Companies Act).
2	<input checked="" type="checkbox"/>	Submission of applicable (PA 10.1 PA-10.2 PA-10.3) Resolution by the legal entity, or consortium / joint venture authorising a designated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11); Bidder's discount.

4	<input checked="" type="checkbox"/>	Submission of (PA-40): Declaration of Designated Group for Preferential Procurement
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or proof of the Supplier Registration Number on the form of offer
6	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for anyone wanting a security clearance.
7	<input checked="" type="checkbox"/>	Submission of (PA-10): General Condition of Contract
8	<input checked="" type="checkbox"/>	Submission of Letter of Good Standing (GODA)
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	

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

1	<input checked="" type="checkbox"/>	Submission of (PA-13): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated S-BBEE Certificate issued by a SANAS accredited service provider.

2. 80/20 POINTS SCORING SYSTEM WILL BE APPLICABLE FOR THIS BID

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

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

Table 1

Goal No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidder or contractor claim
1	An EME or DEE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited QULU 1 Certificate or SANS 10003 where applicable.</li> </ul>
2	Located in a specific Local Municipality or District Municipality or MDC or Province area for work to be done or services to be rendered (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any document or statement which is in the name of the bidder.</li> <li>Or</li> <li>Agreement to Occupy from Local Council in case of rural areas (RDC) which is in the name of the bidder.</li> <li>Or</li> </ul>

			<ul style="list-style-type: none"> <li>• Tender Agreement/ Bid/this in the name of the bidder.</li> </ul>
3	An BME or GSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BPPH Certificate or South African Whens spol cable.</li> </ul>
4	An BME or GSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEEE Certificate or South African Eternas spol cable</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPD SA).</li> </ul>
5	An BME or GSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• Copy and SANAS Accredited BBEEE Certificate or South African where applicable</li> </ul>

#### 4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in my, preferably black, Gampalae fonts must be delivered to the Department of Public Works and Infrastructure at the following address or email below:

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

The taxes of the successful bidder 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 select pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at *insert address* or *date/time/yy/yy* starting at *insert time*.

#### 6. INQUIRIES

Any administrative enquiries may be addressed to:

DPWI Project Manager	J Mkhabe	Telephone no:	
Cellular phone no	083 256 8148	Fax no:	
E-mail	jmkhabe.mkhabe@dpwi.gov.za		



5.2 BQW enquiries may be addressed to:

SCM Contact	Price Matters	Telephone no:	011 314 4214
Cellular phone no		Fax no:	
E-mail	price.matters@dow.gov.za		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotations is 13:00hrs on .

Telex, airtels, telegrams, telex facilities, electronic and/or any bids will not be accepted.

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

All bids must be submitted on the official form – (no. 12) LA 02-7/2011

<p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p>157 Money Market street</p> <p>Box number 18</p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO:</p> <p>The Director-General          Department of Public Works and Infrastructure          Private Bag X 543195</p> <p>JANZENBURG          4801</p>	OR	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	----------------------------------------------

**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 PARTS MUST BE SIGNED BY THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents in terms of the attached " . . . . . " in accordance with the requirements and specifications of proposals/specifications stipulated in said documents and at the prices quoted. My offers remain binding open and open for acceptance by the Purchaser during the validity period authorized 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;
    - Proof of an appropriate status;
    - Pricing schedule(s);
    - Filled in bid/indicative price(s);
    - Pre-bid/clarification for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure Form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other(s) specify;
3. I, the Bidder, have satisfied myself as to the correctness and validity of my bid, that the price(s) and cost(s) cover all the services specified in the bidding documents; that the price(s) and cost(s) cover all my obligations and I accept that any included regarding cost(s) and rate(s) or contribution(s) will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions flowing from and under the agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collective practice with any bidder or any other person regarding this or any other bid.
6. I, the Bidder, have duly authorized to sign this contract:

NAME (PRINT) . . . . .

CAPACITY . . . . .

SIGNATURE . . . . .

NAME OF FIRM . . . . .

DATE . . . . .

**WITNESSES**

1. . . . .

2. . . . .

DATE . . . . .

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, the undersigned, hereby accept in my capacity of \_\_\_\_\_ of \_\_\_\_\_ to accept your offer under reference number \_\_\_\_\_ for the rendering of services indicated hereinafter and/or further specified in the annexed(s).
2. An official order indicating said service(s) is attached.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract written on the 30 days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (NET APPLICABLE TAXES INCL. OR EXCL.)	COMPLETION DATE	TOTAL PERFORMANCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC ITEM

I warrant that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

NAME (PRINT): .....

SIGNATURE: .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....

## PA-09 (G\$): LIST OF RETURNABLE DOCUMENTS

Project Title:	DPW REF. 122. WEENFW. CLEARING OF OVERGROWN VEGETATION ON A VACANT STATE OWNED PROPERTY.		
Project Leader:	J MKHIZE	Bid + Quote no:	UB43 2%

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:  
 (Bidders can use the "returnable documents" column to check documents have been completed and returned by providing a box)

Bid Document Name:	Number of Pages:	Returnable document:
PA-02 . INVITATION TO BID	2 Pages	<input type="checkbox"/>
PA-03(G\$): Notice and invitation for quotation	4 Pages	<input type="checkbox"/>
PA-09 List of Returnable Documents	2 Pages	<input type="checkbox"/>
PA-10 FM Certification of contract	18 Pages	<input type="checkbox"/>
PA-11: Examination of interest and history - past supply chain management practices	05 Pages	<input type="checkbox"/>
PA-14 Medical certificates for the confirmation of permanent disability	1 Page	<input type="checkbox"/>
PA-15.1 Resolution of Board of Directors	1 Page	<input type="checkbox"/>
PA-15.2 Resolution of Board of Directors to enter into contracts or joint venture	2 Pages	<input type="checkbox"/>
PA-15.2 Special resolution or consent or joint venture	3 Pages	<input type="checkbox"/>
Submission of original certified copy of certificate of registration with the Department of Agriculture and Forestry to control of vegetation & control of weeds.	01 Pages	<input type="checkbox"/>
Submission of comprehensive SHF Plan	0 Pages	<input type="checkbox"/>
Proof of registration with GSD to be attached	02 Pages	<input type="checkbox"/>
Submission of signed Specification for Gardening Services	20 Pages	<input type="checkbox"/>
Bill of material fully priced and signed	5 Page-	<input type="checkbox"/>
Submission of disposal agreement.	Pages	<input type="checkbox"/>
Submission of original sworn Affidavit signed by FMF representative, attested by a Commissioner of Exiles or certified copy of DOUBLE certified affidavit by CFC or SANAS required & RFFE certificate, valid as a line of logging (Subject to verification)	4 Pages	<input type="checkbox"/>
Submission of proof of registration with Department of Labour (DOL).	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	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 Rule	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 name is listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 of any person having a controlling interest in the enterprise, in table below:

Full Name	Identity Number	Name of State Institution

(1) The person, by any name, as a group of persons holding the majority of the equity of any enterprise, or partnership, law association having the controlling interest over the enterprise or law association, or any other conditions as determined by the Department.

Any reference in words to the Bidder herein shall mean any other identification that he consents to use the same manner as the words "Bidder" or "Contractor".

2.2 Do you or any person connected with the bidder, have a relationship with any person who is employee of 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 the 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 consortium 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 formulae used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions of delivery particulars of the products or services to which this bid invitation relates;
- 3.5 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 or of to and during the bidding process except to provide clarification on the bid submitted where so required by the institution, and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3. Joint venture or Consortium shall be a collection of persons for the purpose of submitting a joint tender, proposal, request, bid, offer and knowledge in an attempt to win the award of a contract.

- 2.7 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 56 of the Competition Act No 35 of 1999 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 8 OF PPRA'S COM INSTRUCTION 03 OF 2011/12 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 ESO4





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

Project title:	OYMLAS: DPW: WEENENL. CLEANING OF OVERGROWN VEGFT(A)JON.		
Tender / Bid no:	CBN2287	Reference no:	1892/2018/427

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 address) 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 a lesser, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being – as per Preferenda Procurement Policy Framework, No. 5 of 2004.

The nature of the disability is as follows:

\_\_\_\_\_

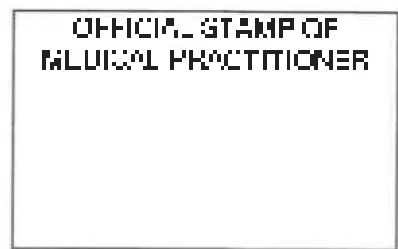
\_\_\_\_\_

\_\_\_\_\_

This signed at \_\_\_\_\_ of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature \_\_\_\_\_

DATE \_\_\_\_\_



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

(Please complete Name and address (if applicable) of the Applicant)

Address: \_\_\_\_\_ (Street)

City: \_\_\_\_\_ (City)

**RESOLVED that:**

1. The Employer authorize Bid / Tender to the Department of Public Works in respect of the following project:

(Please describe the Bid / Tender Project)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. Website: \_\_\_\_\_

in the other Country as: \_\_\_\_\_ (Please describe location)

and also to sign as follows: \_\_\_\_\_

It is hereby authorized to sign the Bid / Tender and any and all other documents and/or contracts in connection with and relating to the Bid / Tender, as well as to sign any Contract and any and all documents, resulting from the award of the Bid / Tender to the Applicant mentioned above.

	Name	Capacity	Signature
1			
2			
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20			

The Minutes of the 100th Meeting of the Board of Directors of Public Works from July 2019 shall be amended to read as follows and signed:

**Min:**

1. The following clause to be inserted:
2. 49. This resolution shall, where necessary, be signed by all the Director / Directors / Directors of the Republic / Directors.
3. In the event that paragraph 1 is not or not completely, the resolution shall be signed by Director / Directors / Directors (where necessary in the absence of certain) and the signing (where necessary) must be of representative / representative nature.
4. Director / Directors / Directors of the Meeting Director may alternatively appoint a person to sign the resolution on behalf of the Director / Directors, which person must do so, and must be, in any of the completed power of attorney, signed by the Director / Directors / Directors, in the form of a copy of the resolution, and the Director / Directors (where necessary) and name of persons are to be attached thereto.
5. Should the number of Director / Directors / Directors exceed the space available, names, individual names and signatures must be supplied in a separate page.

<b>ENTERPRISE STAMP</b>

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

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

\_\_\_\_\_

(Legally-constituted name and registered number / identification of the Institution)

held at: \_\_\_\_\_ (venue)

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

**RESOLVED** That:

1. The Filippias enters a Joint Venture, in consort with the following entities:

\_\_\_\_\_

(Name of the legally-constituted business entity and nature of business, of the entities entered into the Consortium/Joint Venture)

to the Department of Faith, Work & Ethics in respect of the following project:

\_\_\_\_\_

(Project description as per RFP/Tender Document)

Director Number: \_\_\_\_\_ (Name, number and position of Director/Partner)

2. That/Whereby: \_\_\_\_\_

in his/her capacity as: \_\_\_\_\_ (Position of the Director)

and who will sign as follows: \_\_\_\_\_

do, 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 Filippias 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 Filippias agrees to be bound and held liable for all expenses arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name)

PA-5.2 Resolution of Board of Directors in a written Consent or Joint Ventures

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (cc/c)

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

	Name	Capacity	Signature
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The officer who prepares/ checks the Department of Public Works & Infrastructure Form PA-5.2 on behalf of the Council being signed:

**Note:**

1. To be signed and stamped.
2. NB: All resolutions must be signed by the Director / Member / Chairman of the Board / Executive.
3. In the event that a signatory is unable to sign, the signatory (NB: not a signatory / Member / Director / Executive) must sign on behalf of the signatory (NB: not a signatory / Member / Director / Executive) and provide a written statement of authority (NB: not a signatory / Member / Director / Executive) signed by the Director / Member / Chairman of the Board / Executive (NB: not a signatory / Member / Director / Executive) and provide a written statement of authority (NB: not a signatory / Member / Director / Executive) signed by the Director / Member / Chairman of the Board / Executive (NB: not a signatory / Member / Director / Executive).
4. Directors / Members / Chairmen of the Board / Executive may alternatively sign by proxy (NB: not a signatory / Member / Director / Executive) on behalf of the signatory (NB: not a signatory / Member / Director / Executive) and provide a written statement of authority (NB: not a signatory / Member / Director / Executive) signed by the Director / Member / Chairman of the Board / Executive (NB: not a signatory / Member / Director / Executive) and provide a written statement of authority (NB: not a signatory / Member / Director / Executive) signed by the Director / Member / Chairman of the Board / Executive (NB: not a signatory / Member / Director / Executive).
5. Signatory / Member / Director / Chairman of the Board / Executive must be a signatory / Member / Director / Executive (NB: not a signatory / Member / Director / Executive) and provide a written statement of authority (NB: not a signatory / Member / Director / Executive) signed by the Director / Member / Chairman of the Board / Executive (NB: not a signatory / Member / Director / Executive).

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the City authorized to authorize one of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below. (Applicable to consortia and joint venture members of providers of the services being a Consortium/Joint Venture)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

held at \_\_\_\_\_ (Date)

on \_\_\_\_\_ (Date)

**RESOLVED that:**

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_

(Project description as per GM/Tender Document)

Est./Tender Number: \_\_\_\_\_ (Est./Tender Number as per GM/Tender Document)

PA/15.3 Special Resolution of Consortia or Joint Ventures

B. Tenderer/s: \_\_\_\_\_

at higher capacity as: \_\_\_\_\_ (Please refer to the RFP/RFQ)

and who will sign as follows: \_\_\_\_\_

he, and is hereby authorized 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 documents relating, resulting from the award of the Bid to the Enterprises in Consortium/ Joint Ventures 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 fulfillment 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 notice or termination, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment 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, lease 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 administrator/ mandatary/ executor(s) 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-1a.3: Social Resolutions of Consonant or Joint Ventures

	Name	Capacity	Signature
1			
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15			

The bidders acknowledge that they are bound by the provisions of Public Works & Infrastructure from any liability whatsoever that may arise as a result of a bid document being rejected.

**Note:**

1. If a bidder is not available.
2. Bidders must provide their signed copy of the City of Washington Department of the Legal Services for the Construction Services Division Bid Package and Contract Documents to the City of Washington PA-1a.3.
3. Signatures must be signed by the City of Washington representative of the bidder and must be signed by the bidder in the name of the bidder and not the name of another person, firm, or company, capacity or organization and be signed on a document page.
4. Bidders must PA-1a.3 bid package and signed copy of the separate City of Washington contract documents to the City of Washington Department of the Legal Services for the Construction Services Division.





## 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 goods.

**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 (if applicable (cases included)); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (if applicable (cases included)).

1.2 Preference Points System to be applied  
(Not 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	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

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

**Table 1**

Serial No	Specific Goal	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1	An EME or GSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2	Located in KZN Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission to Occupy from local council in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreements which is in the name of the bidder.</li> </ul>
3	An EME or GSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4	An LME or GSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable</li> <li>and</li> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul>

			<p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registrar or indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NGPPDSA).</li> </ul>
5	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID copy and SANS Accredited BEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1	An EME or QSE or any entity which is at least 51 % owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANS Accredited BEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2	Work done in a specific Local Municipality or District Municipality or Metro or Provincial areas for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from Local chief in rural or rural areas (FTC) which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3	An EME or QSL or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPH/ISA).</p>
5	An EME or QSE or any entity which is at least 51% owned by youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**1.5.3. For procurement transaction with tend value greater than R50 Million (inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

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

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
-----------	----------------	---------------------------------------	------------------------------------------------------------------

1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Business area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Review Statement which is in the name of the bidder</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>• Any permit or statement which is in the name of the bidder.</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local council in case of rural areas (PTD) which is in the name of the bidder</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black woman (mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. [ ]	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p style="text-align: center;">and</p> <ul style="list-style-type: none"> <li>• Medical Certificate proving that the disability is permanent</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Recognition indicating that the disability is permanent</li> </ul> <p style="text-align: center;">Or</p>

				National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
		<b>OR</b>		
	3. <u>  </u>	An FVE or DSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID copy and SANS Accredited BBBEE Certificate or Swazi Affidavit where applicable.</li> </ul>

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 2003 (Act No. 5 of 2003).

### 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{Or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{Or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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.
- Under the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transactions with rand value greater than R 1 Million) which is at least 51% owned by black people	10	
2. Located in KZN Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE (or any entity for procurement transactions with rand value greater than R 1 Million) which is at least 51% owned by black women	4	
4. An EME or QSE (or any entity for procurement transactions with rand value greater than R 1	2	



The specific goals allocated points in terms of this tender	Number of points allocated (00/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
R.1(Million) which is at least 51% owned by black people with disability		
<p>2. An EKE in QSE (or any entity not procurement transaction with a value greater than R. 1 Million) which is at least 51% owned by black people.<sup>4</sup></p> <p>(only one specific goal is applicable between specific goal number 1 and specific goal number 2 under 80/20 Preference Point System)</p>	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4 Company registration number: .....

**4.5 TYPE OF COMPANY/ FIRM**

- L Partnership/Joint Venture / Consortium
  - I One person business/sole propriety
  - F Close corporation
  - E Public Company
  - :i Personal Liability Company
  - l (Pty) Limited
  - T Non-Profit Company
  - J State Owned Company
- (TICK APPLICABLE BOX)

4.6 I the undersigned, who is duly authorized 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;

- i) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- ii) 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;
- iii) 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 *supra* *missam partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>.....</p>



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

Tender no:

Name of Tenderer .....

EMP  OSE  MFC  FV (Not applicable)

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

Name and Surname A	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) / Urban Developed Area (U) / 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	L R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <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	R <input type="checkbox"/> U <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

**2. Other Owners or Beneficiaries of Company:** Use Company Formship no. Identify beneficiaries in percentage form (e.g. 10%).  
 State date of birth of each beneficiary and date of purchase form (e.g. 10/01/2004).

NAME: Example: Molelele, E. Victor  
 ID: Qualifying Small Business Profile



**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 Tenderer and its affiliates conform with the conditions, use and control in all respects:
- 2 The Basic Labor Law (Employment Law, 2003) (No. 62 of 2003), Professional Tax Law (Policy Framework No. 2006 (No. 5 of 2006)), the Preferential Procurement Regulations, 2017, Military Service Law, 1996 as amended and its regulations pertaining to this to all documents submitted and understand and shall be bound by them as amended and information contained in said documents.
- 3 The Tenderer understands that at any time and in any circumstances, it will disclose to the Tenderer all information provided herein shall disclose to the Tenderer a full and complete copy of the Tenderer's financial statements, or will submit the Employer to correct 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 the Contract, including a claim for damages for failing to accept a less favorable tender as a result of any such disclosure due to misrepresentation or fraud in a tenderer provided herein;
- 5 A written certificate of proof prepared by the Employer regarding the information available herein will be submitted to the Employer within a time period as may be set by the latter.

Signed by the Tenderer

Name of representative	Date

**FACILITIES MANAGEMENT**  
**CONDITIONS OF CONTRACT (DPW)**  
**SEPT. 2005 VERSION 1**

## PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- 1.1.1. Additional Services are increases in the quantity of the main Services described in the Scope of Works.
- 1.1.2. Bill of Materials means the document as set out in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. Certificate of Completion means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. Commencement Date means the date on which the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. Contract means the Contract signed by the Parties and of which these Conditions of Contract form part of and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. Contract Data means the specific data which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the tasks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. Contract Period is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. Contract Price means the price to be paid for the Services in accordance with the Pricing Data, subject to such adjustments thereto or deductions therefrom as may be made from time to time under the provisions of the Contract;
- 1.1.9. Contract Sum refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. CRAP means contract price adjustment provisions for the replacement of fuel, stone in the case of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. Day means a calendar day;
- 1.1.12. Drawings means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. Employer means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. Equipment includes all appliances, tools, implements, machinery, articles and things of whatsoever nature required for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. Facilities means the land and buildings, desirable in the Scope of Works, and any equipment or omission hereto made available by the Employer for the purposes of the Services on, under, over or through which the Services are to be rendered or carried out;
- 1.1.16. Form of Offer and Acceptance means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. Identified Projects means any projects other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract;



- 1.1.19. **"Materials"** includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. **"Month"** refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. **"Parties"** means the Employer and the Service Provider;
- 1.1.21. **"Pricing Data"** means the document that outlines the Bill of Materials and provides the details and assumptions, which it will be assumed in the Contract will be taken into account by the Service Provider when developing its prices;
- 1.1.22. **"Services"** means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. **"Service Provider"** means the Contractor, as named in the Contract Data, who/who has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as they may vary, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. **"Service Manager"** means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. **"Scope of Work"** refers to the document which defines the Employer's objectives and requirements and specifications and/or other requirements and constraints relating to the manner in which the Services must or may be provided or performed;
- 1.1.26. **"Service Period"** refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. **"Transition Stage"** refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider or manager of support and information as detailed in the Scope of Works.

2. INTERPRETATION

- 2.1. In the Contract, except where the context otherwise requires,
  - 2.1.1. The masculine includes the feminine and the neuter, vice versa;
  - 2.1.2. The singular includes the plural; and vice versa;
  - 2.1.3. Any reference to a natural person includes a body corporate, firm, association or company, multiple ventures/partnership, vice versa;
- 2.2. The headings and the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate;
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto;
- 2.4. The various parts of the Contract are severable and may be interpreted as such;
- 2.5. The expressions listed in clause 1 bear the meanings as assigned. In the said aggregate expressions bear corresponding meanings;
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the Interpretation clause;





**3 DURATION**

3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.

3.2. Subject to the terms of clauses 3.3 and 3.4 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.

3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension have been reduced to writing and signed by the authorised representatives of both Parties.

**4 RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

4.1. The Employer shall give assistance or supply the Service Provider with:

4.1.1 All relevant available data and information required and requested by the Service Provider for the proper execution of the Services; and

4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

**5 RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

5.1. The Service Provider shall, in executing its obligations, comply with the Service Manager's written instructions or any matter relating to the Services.

5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.

5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract on behalf of the Employer or its liability on behalf of the Employer, save where prior written authorisation has been obtained.

5.4. The Service Provider shall ensure that its employees, agents and representatives have the relevant experience and skills necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of a professionally providing service similar to the Services.

5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, be secondarily liable or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager or occupants of the Facilities, on reasonable grounds, to be unwise, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.

5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.

5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.

5.8. During the ongoing provision of the Services, the Service Provider shall at all times keep the Facilities clean and hygienic and free.

5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider of all or a sole or a part of an employment, contract or relationship between the Parties and the Service Provider or its employees shall, therefore, not be entitled to any benefits to which the employees of the Employer may be entitled.



**6. SERVICE MANAGER**

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation in his or written notification thereof to the Service Provider.
- 6.3. Such delegations shall continue in force until the Service Manager or the Service Provider in writing lifts the delegation or terminates.
- 6.4. The Service Provider may at any time prior to giving effect thereto refer any written order or instructions of the Service Manager's delegatee to the Service Manager who shall, in accordance with the Contract, be responsible.

**7. SECURITY**

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data at any expense incurred in doing so and be borne by the Service Provider.
- 7.2. Should the Service Provider fail to obtain the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5% of the Contract Sum (excl. VAT).

**8. SECURITY CLEARANCE**

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider, shall take reasonable security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed to fulfil the Employer's requirements.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be readily identifiable and of unimpaired security clearance.

**9. CONFIDENTIALITY**

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, leaked, published or otherwise disclosed to anyone in any manner whatsoever including by means of photographs or other reproductions without the Employer's prior written consent. Any disclosure or improper use of the confidential information without the Employer's prior written consent will cause the Employer harm.
  - 9.1.1. The Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorized disclosure or use thereof, whether or not such a party is/was/will be
  - 9.1.2. The Employer shall be entitled to cancel the Contract.
- 9.2. The Service Provider shall be entitled to disclose such confidential information only to following persons who have a clear need to know interest in order to assist with the rendering of the Services for the Contract:
  - 9.2.1. employees, officers and directors of the Service Provider; and
  - 9.2.2. any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.6. The Service Provider shall be deemed to be aware that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge it to any unauthorized person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction in whole or in part of the Service Provider at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) to be disseminated in the provision of services to whom it was disclosed and furnish a certificate to the Employer setting same forth.

#### 11. AMBIGUITY IN DOCUMENTS

- 11.1. The several documents forming the Contract are to be taken harmoniously explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

#### 12. INSURANCES

- 12.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

#### 13. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 13.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (95 of 1993).
- 13.2. The Service Provider shall commence 30 days from Commencement Date, or on such other date as may be specified in the Contract Data.
- 13.2. Notwithstanding the provision of 13.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance along with the information in terms of Clauses 12.1 and 5.1 respectively.
- 13.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13.1, after the receipt by him of a written instruction to this effect.
- 13.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result hereof the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

#### 14. PROGRAMME

- 14.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a feasible programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 14.2. The Service Provider shall, on receipt of a written instruction from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and the resources to be employed and used in the rendering of the Services and/or progress of the various parts of the Contract and/or a detailed cash flow forecast.
- 14.3. A programme and the cash flow forecast will be submitted in terms of 14.1 and reviewed quarterly or so often as may be required.

13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

**14. SUBCONTRACTING**

14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontract shall incorporate the applicable terms, conditions and requirements of this Contract.

14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

**15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their representatives where the Service Provider makes use of the intellectual property of any other person.

15.2. The Service Provider shall indemnify the Employer against any claim or action (including costs of an attorney and disbursements) caused by or arising from the failure to obtain such consent.

**16. COMPLIANCE WITH LEGISLATION**

16.1. This clause applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose areas of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.

16.2. All the applicable legislation, whether national, specifically with regard to compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer, it shall be followed exactly as intended by the relevant legislation. The discretion is allowed only in circumstances specified in writing and issued to the Service Provider by the Service Manager.

16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and also provide and pay all fees, taxes, levies and other charges required to be paid or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.

16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits referred to in Clause 16.4 in the provision of the Services.

16.6. The Service Provider shall not have a claim against the Employer and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to in Clause 16.4.

**17. REPORTING OF INCIDENTS**

17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.

17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.

17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

17.4. The written report referred to in 17.3 shall provide for all incidents which resulted in injury, death or damage to property.



17.5 The Service Provider shall notify the Employer immediately on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible.

### 18. MAINTENANCE

18.1 The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance or hinder the normal activities in the Facilities.

18.2 The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

### 19. MATERIALS, WORKMANSHIP AND EQUIPMENT

19.1 All Services delivered, materials used and workmanship shall comply with the requirements of this Contract, the manufacturer's specifications, good industry practice and the Service Manager's written instructions and shall be suitable for the purposes intended.

19.2 The Service Provider shall, in accordance with the Scope of Work or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided or the suitability of materials or equipment to be used.

19.3 The Service Provider shall provide all necessary substances, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4 All costs for tests carried out shall be deemed to be included in the Service Provider's price.

19.5 Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests having been completed.

### 20. URGENT WORK

20.1 The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.

20.2 If the need for repair work becomes necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3 If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or unable to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4 If the employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these amounts shall be considered one divisible whole.

### 21. INDEMNIFICATIONS

21.1 The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whatsoever arising in connection with or by reason of the rendering of the Services:

21.1.1 personal injury to or the death of any person arising out of, related to, occasioned by, contributed to, or in the course of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable personal property or property contiguous to the Facilities whether being damaged or under the control of the Employer or any other body or person arising out of, related to, occasioned by, contributed to or in the course of or caused by reason of the rendering of the Services.

- 21.1.3 Any claim, assignment, charge or other encumbrances or claims upon or in respect of any materials, tools, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.
- 21.2 The Employer accepts liability for delays or omissions of its employees, agents or representative.
22. **VARIATIONS**
- 22.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.
- 22.2 No variation by the Employer of the above shall vitiate the Contract.
- 22.3 Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being a **Identified Project** and shall be dealt with under clause 23 and shall be executed as a variation order.
- 22.4 The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.
- 22.5 Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.
- 22.6 If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.
- 22.7 The Additional Services will be valued at the rates in the Pricing Data.
23. **IDENTIFIED PROJECTS**
- 23.1 The Service Provider shall inform the Employer of any instructions that are deemed to be **Identified Projects** or to be a **Identified Project** being executed.
- 23.2 The Employer shall engage the services of the Service Provider on **Identified Projects**. The Employer may, as a self, through or other service provider or through the Service Provider effect the services/works under **Identified Projects**.
- 23.3 **Identified Projects** will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.
- 23.4 If no or written authorisation as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the **Identified Projects** so executed and the Service Provider agrees that it shall not have a claim for payment for **Identified Projects**.
- 23.5 In respect of the **Identified Projects**, the written instruction referred to in 23.3 shall
- (a) describe the services/works required to be executed by the Service Provider under the **Identified Project**;
  - (b) state the commencement and completion dates of the relevant **Identified Project**;
  - (c) state the date of the relevant **Identified Project** as agreed to between the Parties; and
  - (d) any additional conditions, conditions of contract or other restrictions, other than those already stated in the Contract, that will be applicable.
- 23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a schedule for the relevant **Identified Project** as required in 13.



- 23.7 With an Identified Project, comprises services/works that are of the same or similar character awarded under the same or similar conditions as those to which the rates in the Pricing Data apply. It shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character awarded under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider in exchange of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written Order as referenced in 23.3, then the Service Provider will be liable for a penalty at the rate stated in the Contract Data for every day that elapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Project's are delayed by variations, omissions, additions, substitutions or organized work stoppages by any workman and if such any action on the part of the Service Provider, except for those caused by weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project there is any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (N_2 - N_1) \left( \frac{R_1 - R_2}{X} \right)$$

- V = Days due to rain in calendar days in respect of the calendar month under consideration
- N<sub>2</sub> = Actual number of days during the calendar month in which a rainfall of Y mm or more per day has been recorded
- N<sub>1</sub> = Actual rainfall in mm for the calendar month under consideration.
- N<sub>3</sub> = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- R<sub>1</sub> = Average rainfall in mm for the relevant month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise so provided in the project specifications
- Y = 10, unless otherwise provided in the project specifications.

The total delay due will be taken into account for the determination of the total extension of time for the Contract as will be the aggregate sum of the monthly totals for the period under consideration. But if the grant of total extension, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (N<sub>2</sub> - N<sub>1</sub>) calendar days, where N<sub>2</sub> = number of days (calendar days) in the month under consideration.

The factor (R<sub>1</sub> - R<sub>2</sub>) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.



The factor  $(R_{av} - R_{c} + Y)$  shall be considered to represent a fair allowance for variability from the average for the number of days during which rainfall does not equal or exceed  $Y$  mm per day for which wet conditions prevent or delay work.

This formula does not take into account any flood damage, which could cause further or additional delays and which should be covered separately in a separate extension of time agreement.

Accurate rain gauging shall be taken at a suitable point on the site only at 08:00 unless otherwise agreed to by the Service Manager and the Contractor and, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the program specifications together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in the programme, and for which no extension of time will be considered.

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project, or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended for the Service Provider nor shall the Employer be liable to pay the penalty stipulated in 23.8 or from specific performance of the activities during the period in the relevant written instruction.

**24. SUSPENSION OF THE SERVICES**

24.1 The Service Provider shall, at the written order of the Service Manager, suspend the provision of the Services or any part thereof for such times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Site as required as is necessary.

24.2 If the Service Provider is instructed in writing, by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to tender any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

**25. PENALTY FOR NON-PERFORMANCE**

25.1 The Service Provider shall be liable for a performance deduction if the Service Provider is tendering any of the Services required under the Scope of Works, as amended from time to time.

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.





26.0 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

**26 PAYMENTS**

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate being in accordance with the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services being not done/under;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPA- adjustment where stated in the Contract Data; and

26.2.5 VAT, if applicable, will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 20% retention, or a 1.25% retention and 1.25% retention, then 5% of all invoice (less VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount received equals 2.5% or 1.25% (whichever is applicable) of the Contract Sum (less VAT).

26.4 The monthly certificate shall be suspended by a detailed report substantiating the Service Manager's at each Facility during the month under assessment.

26.5 The monthly certificate shall be reviewed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention;
- (4) deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount indicated in the statement. The Employer shall effect payment to the Service Provider within 15 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, send a statement in the amount to which the Service Manager agrees and shall give reasons for retaining the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice for the amount indicated in the statement referred to in Clause 26.7.

26.9 With regard to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a review certificate and justification for the balance claimed in the certificate referred to in 26.7.

26.10 If it is later reached that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.7 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80(1)(g) of the Public Finance Management Act, 1996 (Act 1 of 1996), as amended.

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall not be held responsible. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

**27. RELEASE OF SECURITY**

27.1 If the Service Provider has furnished a security by way of a bankable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of and/or applicable guarantees.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 Annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 85% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 The remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.0% of the Contract Sum (excl. VAT); or

(b) a 1.25% cash deposit and a 1.25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2.5% or 1.25% retention respectively has been accumulated, as follows:

27.3.1 Annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 85% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 The remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

**28. OVERPAYMENTS**

28.1 If any overpayment of whatsoever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayment made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in exercise of the powers conferred by the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

**29. COMPLETION**

29.1 At the expiry of the Service Period, the Service Manager shall furnish the Service Provider with the written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:



29.3.1 The Guarantees shall be returned if applicable.

29.3.2 The final cash deposit or retention (whichever is applicable) shall be reduced to zero.

**30. ASSIGNMENT**

30.1 The rights and obligations of the Parties in terms of this Contract shall not be assigned, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

**31. INDULGENCES**

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party in the other shall constitute a waiver or abatement of the Contract, or affect such Party's rights or obligations. Each Party irrevocably and irremediably agrees to comply with each and every provision of this Contract.

**32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

32.1 The Employer will have the ownership of the information, documents, advice, recommendations and reports collected, furnished and compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, all in the (10) days of request hereon, but in any event on the termination and/or completion of the Contract for whatever reason. The Service Provider relinquishes its retention of any of any rights in which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of this Contract and the Contract as a whole, will vest in the Employer, and may not be reproduced, published, or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such materials for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall be vested in the Employer who shall have the right to use such materials for any other purpose without the approval of, notification or payment to the Service Provider.

32.4 In cases where the Service Provider provides documents or materials to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs of an attorney and clerk's fees) incurred as a result of a genuine and alleged infringement of any copyright or any other intellectual copyright or other right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published other during the currency of the Contract or after termination thereof without the prior written consent of the Employer.

**33. BREACH OF CONTRACT**

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall serve a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, if an Employer of all without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Entance shall compliance with the terms and conditions of the Contract;



- 33.1.2 To indemnify the Contractor without prejudice to any other rights it may have;
- 33.1.3 To request further payment to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available to the Employer, documents, programmes, devices, recommendations and reports collected, furnished or otherwise available by them to enable the Employer to assume responsibility and the benefit of the project as a whole.

33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:

- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
- 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of the Contract.

### 34 STOPPAGE AND/OR TERMINATION OF CONTRACT

34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services or any part thereof at any stage of completion.

34.2 The Employer shall have the right to terminate this Contract without any liability in any of its rights upon becoming aware of any of the following acts:

- 34.2.1 a suspension of the Contract by the Service Provider as stipulated in Clause 33;
- 34.2.2 a cessation or suspension of any action for the dissolution and/or liquidation of the Service Provider except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 34.2.3 if the Service Provider ceases or agrees to be placed under judicial management or to commence liquidation proceedings that are not withdrawn or struck out within five (5) days;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly.

34.3 The Employer reserves the right to, even in the absence of breach or if a breach is referred to in 34.2, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.

34.4 Further, the Contract shall be considered as having been terminated:

- 34.4.1 where the Employer ceases the Contract and/or the Project and instructions to resume or reconstitute the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Service as electricity consumer, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract. Failure within the Employer will not be subject to payment.
- 34.5.3 The Service Provider shall not be entitled to advance a claim of retention or any similar right, if the Contractor has promised and specifically agreed so, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, services, recommendations and reports collected. This shall include a copy by email to enable the Employer to assume responsibility for and the benefit of the Contractor's work.

**35. DISPUTE RESOLUTION**

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall jointly share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of any mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is resolved, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it can be recorded in the signed agreement between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediator will not resolve the dispute, the Parties may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the Employer or the Service Provider shall immediately be given notice by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

**36. GENERAL**

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced in writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, and interpreted according to the law of the Republic of South Africa.

**37. DOMESTIC/AN CITIZEN/LE EXECUTANTOR**

