

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	Gqeb Septic:01/2023	CLOSING DATE:	19 May 2023
		CLOSING TIME:	11h00
DESCRIPTION	Gqeberha and Surrounding Areas: Emptying/Desludging and Servicing of Conservancy and Modified Septic Tank/Septic Tank: Rate Based Contract for a period of Three Months		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

Tender box situated in the ground floor, next to the security station Eben Donges Building, Hancock Street, North End, Port Elizabeth
OR POSTED TO:
Not applicable only bids deposited in the tender box will be accepted

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

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

PART B TERMS AND CONDITIONS FOR BIDDING

- 1. BID SUBMISSION:**
 - 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
 - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
 - 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/

DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

Note Well:

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

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

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

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

Quotation description:	<i>Gqeberha (PE) and Surrounding Areas: Emptying/Desludging and Servicing of Conservancy and modified Septic Tanks/Septic Tanks: Rate Based Contract for Three Months Contract.</i>
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Quote no:	Gqeb Septic: 01/2023	Closing date:	19/05/2023
Closing time:	11h00	Validity period:	30 days

1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation.
2	<input checked="" type="checkbox"/>	Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
6	<input type="checkbox"/>	<i>Registration on Central Supplier Database (CSD)</i>
7	<input type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
9	<input checked="" type="checkbox"/>	<i>9.1 Special Conditions of a bid will be apply</i>

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

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

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

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8	<input type="checkbox"/>	
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2. Points scoring system applicable for this bid:

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

Indicate the Price weighting applicable to this bid:

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

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

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

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

4. COLLECTION OF QUOTATION DOCUMENTS:

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

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

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

Quotation documents may be collected during working hours on **11 May 2023** at the following address **National Public Works , Eben Donges Building, Cnr of Robert and Hancock Street 6056.**

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

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

DPW Project Leader:	Moleboheng Tsoananyana	Telephone no:	041- 408 2040
Cell no:	066 184 7994	Fax no:	

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E-mail:	moleboheng.tsoananyana@dpw.gov.za
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6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11h00** on **19 May 2023**.

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

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

All bids must be submitted on the official forms – (not to be re-typed)

<p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p><i>The tender Box, Ground Floor, next to the security station at the main entrance: National Department of Public Works, Eben Donges Building, Cnr of Robert and Hancock Street Port Elizabeth, 6056</i></p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : <i>Bidders who will be using courier services must make sure that the courier drop it in the tender box before the closing time and date at the abovemention address.</i></p>	<p>OR</p>	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p><i>Emailed quotations will not be accepted</i></p>
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public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TERMS OF REFERENCE (Scope of Work)

**GQEBERHA AND SURROUNDING AREAS:
EMPTYING / DESLUDGING AND SERVICING OF
CONSERVANCY AND MODIFIED SEPTIC TANKS /
SEPTIC TANKS – RATES BASED CONTRACT:
THREE (3) MONTHS CONTRACT**

**DEPARTMENT OF PUBLIC WORKS
EBEN DONGES BUILDING
CORNER ROOBERTS & HANCOCK STREET
PORT ELIZABETH
6000**

JANUARY 2023



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A1. CONTRACT AND COSTING

A1.1. This is a rates-based contract.

A1.2. The rate must be inclusive of all labour, material, equipment, transport, overheads, profit, escalations and all items for the successful desludging / servicing of conservancy / modified septic tanks / septic tanks.

A1.3. The Contract is based on the Facilities Management Conditions of Contract (DPW) SEPT. 2005 Version 1.

A1.1. DEFINITION OF TERMS AND PROHIBITED PRACTICES

A1.2. DEFINITION OF KEY TERMS

A1.2.1. Cleaning: The physical removal of dirt and impurities, including germs and microorganisms, from surfaces and involves using soap and water.

A1.2.2. Conservancy tank: a sealed tank that contains and stores sewage from premises and is required to be emptied on a regular basis;

A1.2.3. Decontamination: the total process used to remove organic matter and microorganisms from an item and render it safe for use. There are three progressive levels of decontamination, namely; Cleaning, Disinfection and Sterilization.

A1.2.4. Demand based desludging: based on a request from DPWI directly to the Service Provider to desludge / empty or service conservancy / modified septic tanks / septic tanks.

A1.2.5. Scheduled desludging: based on a need for regular desludging / emptying or servicing conservancy / modified septic tanks / septic tanks.

A1.2.6. Disinfection: the process of cleaning something, especially with a chemical, in order to destroy bacteria.

A1.2.7. Modified Septic Tank: a tank functioning as a conservancy / septic tank.

A1.2.8. Septic Tank: a tank designed to receive and retain sewage for such a time and in such a manner as to ensure adequate decomposition;

A1.3. PROHIBITED PRACTICES

A1.3.1. Dumping of sewage in unauthorised sites: dumping sewage on sites not authorised by the Local Authority

A1.3.2. Sewage Spillage during road haulage: using an unauthorised vehicle for sewage haulage, causing sewage to spill / or release foul smell during road haulage.



B1. SERVICE DESCRIPTION

Project title:	<i>GQEBERHA AND SURROUNDING AREAS: EMPTYING / DESLUDGING AND SERVICING OF CONSERVANCY AND MODIFIED SEPTIC TANKS – RATES BASED CONTRACT: THREE(3) MONTHS CONTRACT</i>		
Tender no:		Reference no:	

B2. CONTRACT DURATION AND OPTION FOR RENEWAL

- B2.1. **Duration:** Four (3) months
- B2.2. **Option to renew:** Two (2) months, based on the same rates, conditions and good performance.
- B2.3. **Escalations:** Contract / rates escalations are not applicable.

B3. SERVICE SITES

The Service Sites for the emptying and / or desludging of conservancy tanks, modified septic tanks and septic tanks comprise of the following **Gqeberha Areas: (SEE ATTACHED ANNEXURE A)**

It is the responsibility of the Service Provider to measure the volumes of respective tanks and populate such information on the sewage disposal certificate.

B4. BROAD DESCRIPTION OF THE SERVICE

Provide a comprehensive service for the demand based and / or scheduled based emptying and / or desludging / servicing of conservancy tanks, modified septic tanks and septic tanks and ensure the tanks and the immediate surroundings are left in a good and operating condition and dispose of waste at a site approved by the relevant Local Authority.

B5. STANDARD SPECIFICATIONS

The following standard specifications, regulations, By-Laws and guidelines, but not limited to, are applicable to this service:

- B5.1. Environmental Conservation Act, 1989 (Act No. 73 of 1989)
- B5.2. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- B5.3. Regulations for Hazardous Biological Agents (Issued in terms of: Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- B5.4. Basic Conditions of Employment Act, 1997 (No. 75 of 1997)
- B5.5. Water Services Act (Act. 108 of 1997)
- B5.6. National Environmental Management Act, 1998 (Ac No. 107 of 1998)
- B5.7. National Regulator for Compulsory Specifications Act (Act 5 of 2008) and Compulsory Specification for Chemical Disinfectants – VC 8054
- B5.8. ISO 9001 – Quality Management System
- B5.9. ISO 14001 – Environmental Management Systems
- B5.10. Local Municipality By-Laws and Regulations (Especially with regard to waste management / sewage disposal)



- B5.11. South African Bureau of Standards (SABS) / South African National Standards (SANS)
- B5.12. Agreement South Africa Act (Act No. 11 of 2015)

B6. REQUIREMENTS AND DUTIES

The following comprehensive (but not limited) requirements and duties form part of the scope of the appointed service provider, to ensure the emptying and / or desludging conservancy / modified septic tanks / septic tanks in various facilities is executed in an economic, efficient and environmentally friendly manner:

B6.1. Requirements

- B6.1.1. Registration as a waste transporter with the relevant Local Authority;
- B6.1.2. Providing suitable equipment and a sucker vacuum truck(s) (Honey sucker truck);
- B6.1.3. Provide suitably qualified personnel to execute the tasks of the service.

B6.2. Duties

- B6.2.1. Measuring and updating the correct tank capacity;
- B6.2.2. Using a suitably sized (to reduce the number of trips, carbon emissions to the environment and minimise road surface damage) and approved vehicle for the emptying / desludging of tanks;
- B6.2.3. Travel to site;
- B6.2.4. Carefully opening manhole covers, capturing or allowing release of gases inside the tank(s) for 10 to 15 minutes and ensuring no one is close to the tank at this time;
- B6.2.5. Emptying and / or desludging of the tank when it is safe to do so;
- B6.2.6. Cleaning and sanitising the tank cover and area around the conservancy / modified septic tank approximately 1.5m from the perimeter of the tank (A 1% chlorine solution is recommended);
- B6.2.7. Making arrangements for the acceptance of the sewage by the Authorised Official appointed by the Local Authority;
- B6.2.8. Delivery / disposal of sewage by road haulage using an approved vehicle to a facility approved by the Local Authority;
- B6.2.9. Ensuring acceptance of the sewage by the Authorised Official appointed by the Local Authority;
- B6.2.10. Reducing, mitigating and eliminating any risks pertaining to the emptying / desludging of tanks within the scope of responsibility;
- B6.2.11. Informing the DPWI Service Manager / Project Leader of any risks pertaining to the emptying / desludging of tanks;
- B6.2.12. Keeping a log book and records of sewer disposal and submitting to DPWI Service Manager / Project Leader on a monthly basis.
- B6.2.13. Immediately report to the project leader, suspicions or observations of water seepage into the tanks, especially during the rainy season;
- B6.2.14. Notwithstanding the above, the Service Provider shall not empty / dislodge volumes exceeding that of the capacity of the tank, even if there is rainwater seepage.



B7. VARIATION OF SERVICES

- B7.1. The Department may at any time during the Contract Period, vary the Services by way of additions, omissions, or submissions, not limited to – number of tanks, within the cluster / area of responsibility;
- B7.2. No variation by the Department of whatever nature shall vitiate (destroy or impair the legal validity of) the contract;
- B7.3. The additions, omissions, or submissions shall be agreed with the Service Provider and be approved by the DPWI Head of Facilities Management;
- B7.4. Additional Services will only be executed by the Service Provider after a written instruction from the Service Provider as endorsed by the Head of Facilities Management;
- B7.5. The Additional Services will be valued at the tendered rate / rate based on a renewal contract – there shall be no variation of rates.

B8. OCCUPATIONAL HEALTH AND SAFETY & INSURANCE AGAINST RISKS

The appointed Service Provider must comply with all the aspects of the Occupational Health and Safety Act (Act 85 of 1993), provide suitable Personal Protective Equipment (PPE) and adequate insurance against all risks:

B7.1. Occupational Health and Safety

- B7.1.1. Provide adequate PPE, signage, ensure medical testing of employees and mitigate against all risks related to the service and operations.

B7.2. Insurance

- B7.2.1. Obtain and maintain adequate cover for public liability insurance / general liability insurance, damage to equipment, furniture, theft and name the “Republic of South Africa, acting by and through the Presidency”, as an additional insured.

B9. USE OF LOCAL LABOUR

- B9.1. The use of Local Labour is **encouraged** for this contract. The appointed Service Provider can opt for Labour sourced from the local community comprising of previously disadvantaged individuals based on the following guideline(s):

- B9.1.1. **60% Women**
- B9.1.2. **55% Youth aged from 18 to 35 years**
- B9.1.3. **2% people with disabilities**

- B9.2. A letter of recognition by DPWI shall be provided to the Service Provider for successfully appointing Local Labour as above, on the basis of a portfolio of evidence and on successful completion of the contract.

B10. ACCESS TO SITE

B10.1. Arrangement(s) to access site and perform a service

- B10.1.1. The Service Provider must arrange with the DPWI Service Manager / Project Leader to obtain approval and access to site(s) prior to performing any service;
- B10.1.2. Under no circumstances should the Service Provider visit the site without confirmation that access shall be granted by the End User, to avoid amongst others – being barred entry, not having a dedicated person to assist the End User to navigate the site, etc.



B10.1.3. The Service Provider shall immediately inform the DPWI Service Manager / Project Leader of any restrictions to access site for immediate intervention, with proviso that a prior arrangement was made.

B10.2. Control of Access to Public Premises

B10.2.1. The Service provider and employees must carry with positive form of identification (E.g. RSA ID / Driver's license) in conjunction with the Control of Access to Public Premises and Vehicles Act of 1985;

B10.2.2. Identification must be provided on request by the End Users and the Service Providers must at all times adhere to the particular institution's security requirements;

B10.2.3. The company personnel / employees must at all times wear uniform branded with the Service Provider's company logo to enable ease of identification.

B11. SECURITY CLEARANCE

The successful bidder including his employees might be required to undergo a security clearance before acceptance or anytime during the operation of the contract.

B12. SEWAGE / WASTE DISPOSAL AND TRANSPORT & ROAD HAULAGE

B12.1. Sewage / Waste disposal

B12.1.1. Sewer must only be disposed of at a facility approved by the Local Authority.

B12.1.2. The appointed Service Provider is responsible for arranging and acceptance of the Sewage disposal with the Authorised Official appointed by the Local Authority.

B12.2. Transport costs & Road Haulage

B12.2.1. The service provider must include, as part of the single rate, transport costs for employees and delivery / disposal of sewage by road haulage to and approved municipal site.

B12.2.2. Road Haulage of sewage must only be done by an optimally sized, efficient and suitable sucker vacuum truck(s) (Honey sucker truck).

B12.3. Sewage Disposal Certificate

B12.3.1. On completion of every disposal job, the Service Provider must issue as part of documents for invoicing, as per the attached prescribed format, named "**Sewage Disposal Certificate**".

B12.3.2. The certificate must contain the following details: (1) Company details, (2) Brief scope (3) Name of Government Institution, the building and physical address where emptying / desludging is performed (4) Volume of tank (5) Municipal facility disposal site (6) Disinfectants used and the NRCS registration number (7) Date(s) of service (8) Contact details of supervisor / site manager (9) Responsible person (Company Director / Contracts Manager) (**see attached example**).

B12.3.3. Invoices shall not be processed / paid by DPWI for failure to submit / for submitting an incomplete sewage disposal certificate, but will be returned to the Service Provider for compliance.



C1. WORK PROCEDURES AND REMUNERATION OF SERVICE PROVIDER FOR SERVICES RENDERED

C1.1. Work Procedures

C1.1.1. Order number:

C1.1.1.1. An official order number (only one order) for the appointment of services shall be issued to the successful service provider by the Supply Chain Management (SCM) of the Department of Public Works and Infrastructure (DPW);

C1.1.1.2. The order number must be quoted and appear on quotations, invoices and all correspondence / documents relating to this service;

C1.1.1.3. Fraudsters are targeting Service Providers. The Department of Public Works and Infrastructure warns ALL service providers about a scam, wherein unscrupulous people use the name of the Minister, Deputy Minister, Director-General and other officials of the department to invite service providers to deliver large amounts of goods to various departmental buildings. If there is a suspicion of fraud, the Service Provider must contact the National Anti-Corruption Hotline on **0800 701 701** or contact the Head of Supply Chain Management from which the tender has been advertised.

C1.1.2. Complaint / Incident number:

C1.1.2.1. A unique complaint number / incident number for the specific emptying / desludging/ Servicing of the tank shall be issued and communicated by DPWI's Service Manager / Project Leader to the Service Provider, prior to executing any Service;

C1.1.2.2. Each service for emptying / desludging/ Servicing of the tank shall have its own complaint / incident number;

C1.1.2.3. Depending on the need, the Service Manager / Project Leader may request a demand based desludging / emptying of tanks and the Service Provider is expected to, subject to acceptance of a quotation, render the service **within 24 hours**;

C1.1.2.4. Alternately, the Service Manager / Project Leader may schedule desludging / emptying of tanks based on historical data, wherein regular volumes and set intervals / times are known or can be estimated as accurate as possible;

C1.1.2.5. A complete service (emptying / desludging) shall be based on the volume specified / agreed with the Service Manager / Project Leader **NOT** the number of truck loads;

C1.1.2.6. The unique complaint / incident number must be quoted and appear on a service-specific quotation, invoice and correspondence / document relating to that service;

C1.1.2.7. The Service Provider must not perform any Service without being issued a complaint / incident number – any work / service executed without a unique complaint / incident number shall be for the account of the Service Provider.

C1.1.3. Quotation for a service:

C1.1.3.1. Prior to executing any work, the Service Provider shall submit a quotation to the Service Manager / Project Leader;

C1.1.3.2. A quotation shall be based on the tendered, accepted single rate;

C1.1.3.3. The quotation amount shall be equal to the tendered rate above, multiplied by the volume to be emptied / desludged as agreed with the Service Manager / Project Leader;

C1.1.3.4. Quotations must, where applicable include VAT @ an applicable rate:



C1.1.3.5. The Service Provider shall not quote for emptying / desludging volumes exceeding that of the capacity of the tank;

C1.1.4. Job Card:

C1.1.4.1. The Service Provider must complete a new job card in black ink, in all respects, for each day worked on site;

C1.1.4.2. A job card must be fully populated and a date stamp and signature sourced from and affixed by the representative of the Client Department for each day worked on site;

C1.1.4.3. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Service Provider's account.

C1.1.4.4. Invoices shall not be paid for failure to submit / incomplete job cards but will be returned to the Service Provider for compliance.

C1.2. **Remuneration Procedures**

C1.2.1. Submission of Invoices:

Invoices shall be submitted to the Registry Section (**NOT** the Service Manager / Project Leader) of the Department of Public Works and Infrastructure's Regional Office and shall comprise the following documents;

C1.2.1.1. Compliant invoice (see description of a compliant invoice below);

C1.2.1.2. Approved quotation;

C1.2.1.3. Fully completed, signed and stamped job card(s);

C1.2.1.4. Fully completed and signed sewage disposal certificate;

C1.2.1.5. Copy of a log book and records of sewer disposal.

*****NB:** Non-compliant documents shall affect the payment of invoices and will lead to non-payment of invoices and return of documents to the Service Provider for compliance.

C1.2.2. Compliant Invoices:

A compliant invoice must meet the following criteria:

C1.2.2.1. Contains the words "Tax Invoice", "VAT Invoice" or "Invoice"

C1.2.2.2. Name, address and VAT registration number of the supplier

C1.2.2.3. Name, address and where the recipient is a vendor, the recipient's VAT registration number

C1.2.2.4. Serial number and date of issue of invoice

C1.2.2.5. Accurate description of goods and /or services (indicating where applicable that the goods are second hand goods)

C1.2.2.6. Quantity or volume of goods or services rendered

C1.2.2.7. Complaint / Incident Number and Order Number

C1.2.2.8. Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax)

C1.2.2.9. Invoice submitted within 30 days of rendering a service



C2. CONTRACT RENEWAL AND EXTENSION PROCEDURES

C2.1. Contract Renewal

- C2.1.1. Either party to the contract must provide notice of intention to renew the contract before the termination date, ideally 28 working days in advance, to allow for acceptance / declination and DPWI internal administration processes;
- C2.1.2. The parties have an option to renew this contract for the period set-out on the option to renew clause;
- C2.1.3. The contract shall be renewed on similar terms and conditions as before, except where legislative requirements enforce the review of terms;
- C2.1.4. The Department's decision to renew the contract shall be approved by the Head of Facilities Management, administered by the Service Manager and shall be based on good performance, a need for further services and financial viability amongst other factors;
- C2.1.5. The acceptance of the renewal of contract must be reduced in writing and duly signed by both parties, similar to the original contract;
- C2.1.6. An addendum to for the renewal of contract must subsequently be signed, stipulating the renewal period and if applicable, as an internal control measure – a ceiling spend.

C2.2. Contract Extension

- C2.2.1. The Service Manager must provide notice of intention to renew the contract before the termination date, ideally 21 working days in advance, to allow for consensus by the Service Provider and ample time for DPWI internal administration processes;
- C2.2.2. The extension of the contract must be approved by the relevant **Bid Adjudication Committee** of the Department;
- C2.2.3. The extension of contract must be guided by the latest relevant legislation / government policy or prescripts, the current being the National Treasury Instruction No. 3 of 2016/2017 which limits the variation/ expansion of contracts up to 20% or R20 million (including VAT) for construction-related goods, works or services and up to 15% or R15m million for all other goods and services.
- C2.2.4. The amount to be considered for the calculation of the extension of contract shall be based only on the sum of amounts based on the renewal contract as follows;
- C2.2.5. Expenditure incurred during the renewal contract including accruals; and
- C2.2.6. Contractual commitments (if any).
- C2.2.7. The contract shall be extended on similar terms and conditions as before;
- C2.2.8. The Department's decision to extend the contract shall prior be endorsed by the Head of Facilities Management, administered by the Service Manager before approval by the Bid Adjudication Committee and shall be based on good performance, a need for further services and financial viability amongst other factors;
- C2.2.9. A letter stipulating the extension of the contract and where necessary, the ceiling spend and period of extension and / contract termination date must be signed by the Head of Facilities Management, administered by the Service Manager and disseminated to the Service Provider.



C3. EXEMPTION FROM LIABILITY

The Service Provider agrees that the Government shall be exempted from liability and not be responsible for personal injuries or for damages to:

- C3.1. any property of the Contractor,
- C3.2. its employees,
- C3.3. agents, or
- C3.4. any other person

, arising from an incident / negligence or any other kind of loss as a result of intended or unintended actions of the Service Provider in performance of this contract.

C4. BID PRICE

The bid price is rate based. The rate must be inclusive of all labour, material, equipment, transport, overheads, profit, escalations and all items for the successful desludging / servicing of conservancy / modified septic tanks / septic tanks.

The rate must include all labour and material required for the proper execution of the work and shall be carried to the **Form of offer** which must be returned together with this document.



GQEBERHA AND SURROUNDING AREAS

**EMPTYING / DESLUDGING AND SERVICING OF CONSERVANCY AND MODIFIED SEPTIC TANKS / SEPTIC TANKS -
RATES BASED CONTRACT: THREE (3) MONTHS CONTRACT**

PRICING SCHEDULE					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT
1	<p>Provide a rate / litre for the services for disposal of sewage by emptying / desludging and or servicing of modified septic tanks / septic tanks to a sit approved by the Local Authority</p> <p><u>Rate must be inclusive of all labour, material, equipment, transport, overheads, profit, escalations and all items for the successful desludging / servicing of conservancy / modified septic tanks/ septic tanks</u></p> <p>Disposal of sewage</p>	L	500000		R

SUB-TOTAL EXCLUDING PROFIT R 0,00

PROFIT 20% R 0,00

TOTAL INCLUDING PROFIT AMOUNT BUT EXCLUDING VAT

VAT @ 15%

GRAND TOTAL (OFFER)

ADDENDUM TO PRICE QUOTATION

1. ADDENDUM

- i) The rates are estimated quantities only and are not guaranteed.
- ii) The Department will enter into a rates based contract with the winning bidder.
- iii) The total bid price as per the pricing schedules will be used for evaluation purposes only and the contract will not be limited/ linked to the contract value/ estimated quantities.



OFFER

AMOUNT / RATE IN WORDS:

.....

NAME OF TENDERER:

SIGNATURE OF TENDERER:

CONTRACT PERSON:

POSTAL ADDRESS:

TELEPHONE:

MOBILE NUMBER:

FAX:

EMAIL ADDRESS:

- The attached Pricing Schedule, with all the items / rates correctly priced, multiplied, added up and completed in black ink, must be submitted as a completed document with the Tender Document. The tender price must be carried over to the FRONT PAGE (FORM OF OFFER AND ACCEPTANCE)
- All the pages of the tender document must be initialled in black ink.



JOB CARD

COMPLAINT NO: ORDER NO: TENDER NO:
DEPT: BUILDING: TOWN:.....
DESCRIPTION OF COMPLAINT:
REPORTED BY: TEL. NO: DATE:
CONTRACTOR:CONTACT NO:

DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required):

Table with 5 columns: No, Area Room No., Description of material used on site, Unit E.g./m²/m/No, Qty. Rows 1-6.

CONTRACTOR

Table with 4 columns: Guarantee, Yes / No, Time period for guarantee, Serial no. / Guarantee Card no. Rows for Equipment and Workmanship.

(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)

*** A separate job card must be signed by the contractor for each day worked on site

Table with 7 columns: Labour type, Date on site (dd/mm/yyyy), Time in, Time out, Hrs, No. on site, Total hrs. Rows for Artisan and Labourer.

Type of transport: Travelled from: KMs per return trip:

Table for Artisan details: Name of Artisan, Job complete: Yes/No, Date of completion, Signature.

I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material [] ,not received scrap material [] (I however do not certify technical correctness of the work)

CLIENT

Table for Client details: Name, Telephone no, Designation, Signature, Date, and OFFICE STAMP.

Table for Department details: State owned, Leased property, Physically inspected, Telephonic confirmation with, Tel. no, and The work / service is certified as complete.

DEPARTMENT

NAME OF COMPANY (PTY) LTD.


Company Reg. no: 2000/123456/01

Name of Company
Building, Street, Physical address
PO Box 1234, Pretoria, 0001

Tel: 041 345 6789
Fax: 041 345 6788
Email: mysewagedisposalco.co.za

SEWAGE DISPOSAL CERTIFICATE

Sewage has been emptied / desludged in this facility and the tanks surrounding areas have been disinfected using disinfectants registered by the National Regulator for Compulsory Specifications (NRCS) and products approved by the SABS

Name of institution:	South African Police Services		
Building name:	Addo Police Training Academy		
Physical address:	1 Farm, Addo, Eastern Cape		
Volume of Tank (lt):	132 000 litres		
Volume Emptied (lt):	95 000 litres		
Municipal Facility Disposal Site:	Thrift Sands Wastewater Treatment Plant		
Scope:	Emptying of tank, cleaning and disinfection of surrounding area		
Disinfectant(s) used:	<ul style="list-style-type: none">• DPWI 3 in 1 Sodium Hypochlorite disinfectant• Ethyl Alcohol Disinfectant		
NRCS registration no.	<ul style="list-style-type: none">• Act5GNR/529/123456/040/0001• Act5GNR/529/123456/040/0002		
Start date:	2023-02-15	Completion date:	2023-02-15
Service supervisor:	Ms Mavis	Microbiologist (mavis.microbiologist@disinfect.co.za)	
Contact no:	060 123 4567		
Professional no (if any):	PCO 12345		
Company representative:	Mr Siya Njongi		
Capacity:	Managing Director		
 Signature	07 March 2023 Date:		



GQEBERHA AND SURROUNDING AREAS

EMPTYING / DESLUDGING AND SERVICING OF CONSERVANCY AND MODIFIED SEPTIC TANKS / SEPTIC TANKS –
RATES BASED CONTRACT: THREE (3) MONTHS CONTRACT

PRICING SCHEDULE					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<p>Provide a rate / litre for services for disposal of sewage by emptying / desludging and or servicing of conservancy and modified septic tanks / septic tanks to a site approved by the Local Authority</p> <p><u>Rate must be inclusive of all labour, material, equipment, transport, overheads, profit, escalations and all items for the successful desludging / servicing of conservancy / modified septic tanks / septic tanks</u></p> <p>Disposal of sewage</p>	L	500000	R	R
SUB-TOTAL					R
VAT @ 15%					R
GRAND TOTAL (OFFER)					R



PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

PA-10: General Conditions of Contract (GCC)

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

PA-10: General Conditions of Contract (GCC)

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

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

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

	80/20
PRICE	80,00
SPECIFIC GOALS	20,00
Total points for Price and Specific Goals	100,00

1.5 **Breakdown Allocation of Specific Goals Points**

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

All Acquisitions

Table 1

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

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

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration

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

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CIPC (company registration)
2.	<p>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	<p>An EME or QSE or any entity which is at least 51% owned by women</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	<p>An EME or QSE or any entity which is at least 51% owned by people with disability</p> <p>(Mandatory)</p> <p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by youth.</p>	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • ID Copy

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CSD Report • CIPC (company registration)

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
5. An EME or QSE or any entity which is at least 51% owned by youth.* (Note: only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (if Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of ____/____/____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	<input type="checkbox"/> Level One (135% B-BBEE procurement recognition level)
At Least 51% black owned	<input type="checkbox"/> Level Two (125% B-BBEE procurement recognition level)

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (if Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of ____/____/____ (DD/MM/YYYY), the annual Total Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



Stamp Commissioner of Oath