

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	ID NO: 173247	CLOSING DATE:	31/03/2023
		CLOSING TIME:	11H00
DESCRIPTION	SERVICE, REPAIR AND MAINTENANCE OF AIR-CONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 29: TELKOM TOWERS (NORTH & SOUTH)		
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)

OR POSTED TO:

SUPPLIER INFORMATION

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

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	NDEMEDZO VELE
CONTACT PERSON	LETLHOGONOLO MOKONO	TELEPHONE NUMBER	082 938 3342
TELEPHONE NUMBER	012 310 5209	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	ndemedzo.vele@dpw.gov.za
E-MAIL ADDRESS	letlhogonolo.mokono@dpw.gov.za		

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:	SERVICE, REPAIR AND MAINTENANCE OF AIR-CONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 29: TELKOM TOWERS (NORTH & SOUTH)		
Quote no:	ID NO: 173247	Closing date:	31/03/2023
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. insert motivation why the tender clarification meeting is declared compulsory
6	<input checked="" type="checkbox"/>	Registration on Central Supplier Database (CSD)
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
9	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

1	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
3	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
4	<input checked="" type="checkbox"/>	Submission of (PA-10): General Condition of Contract.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input type="checkbox"/>	Specify other responsiveness criteria
8	<input type="checkbox"/>	Specify other responsiveness criteria

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

2. Points scoring system applicable for this bid:

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

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.			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBEE Certificate/ Sworn Affidavit. or CSD Report. or 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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) or CIPC (Company Registration) or CSD Report
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • 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	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • 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	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • Or • CSD Report • Or • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth .	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • 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)	10	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • 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	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or

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"> • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • Or • CSD Report • Or • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • 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)	4	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or

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 • Or • 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	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability OR	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
	An EME or QSE or any entity which is at least 51% owned by youth.		<ul style="list-style-type: none"> • ID Copy
			<ul style="list-style-type: none"> • Or • CSD Report • Or • 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:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.* (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:

.....

.....

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE



SERVICE, REPAIR AND MAINTENANCE OF AIRCONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 29: TELKOM TOWERS (NORTH AND SOUTH).

REFERENCE NUMBER: ID- 173247

CONTACT PERSON FOR ANY QUIRIES OR SITE VISIT ARRANGEMENT
NAME: MS. NDEMEDZO VELE

TEL: 012 310 5164

CELL: 082 938 3342

E-mail: Ndemedzo.Vele@dpw.gov.za

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RESPONSIVE & EVALUATION CRITERIA

RESPONSIVE CRITERIA REQUIRED FOR QUOTATION IS TABULATED BELOW
NB: FAILURE TO COMPLY WITH THE CRITERIA STATED HEREUNDER SHALL RESULT IN THE QUOTATION OFFER BEING DISQUALIFIED FOR FURTHER CONSIDERATION.

DESCRIPTION	RESPONSIVE CRITERIA REQUIREMENT
CIDB CONTRACTOR GRADING DESIGNATION REQUIRED	FROM GRADE 2ME AND HIGHER
QUALIFICATION REQUIRED	<ol style="list-style-type: none"> 1. Attach a certified copy of the Air-condition and Refrigeration Certificate or Higher (Diploma/Degree in Mechanical/Electro Mechanical, Mechanical artisan certificate.
VALUE FOR MONEY	ALL PRICES MUST BE MARKET RELATED. IN CASE OF PRICES WHICH ARE NOT MARKET RELATED THE DEPARTMENT RESERVES THE RIGHT TO ADJUST THE BILL OF QUANTITY PRICES OR TO DISQUALIFY THE BIDDER

1. SPECIAL CONDITIONS OF CONTRACT

1.1 VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

1.2 PRICES

All prices for items in this document shall include for additional costs, if any, that may occur as a result of these of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

1.3 THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

1.4 DOCUMENTS

Should there be any contradiction between these, the Conditions of Contract (PW 677) and the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) State Tender Board General Conditions and Procedures (ST 36).
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority.
- d) The Document PW379.

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the **Regional Manager, AVN Building, 251 Nana Sita Street, Pretoria** for information.

1.5 PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

1.6 RATES

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

This is not a lump sum contract.

1.7 CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

THIS BID SHALL BE VALID FOR A PERIOD OF SIX (06) MONTHS THE CONTRACT IS SUBJECTED TO EXIT CLAUSE /TERMINATION CLAUSE

Note:-

The contract tariffs shall remain fixed for **SIX (06)** calendar months including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the **Regional Bid Committee (RBAC)**.

1.8 ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

1.9 ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defence Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force or S A Police Service etc.

1.10 SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defence Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defence Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

1.11 DRESS CODE

The following dress code must be adhered to at all times by all workers

- Workers must have a **COMPANY WORK SUIT** on with the company logo on it
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

1.12 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

1.13 REDUNDANT MATERIAL, RUBBISH AND WASTE

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building or delivered to DPWI workshop. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labeled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value shall be disposed by the Contractor.

The material and parts of the value shall then remain the property of the DPWI.

All rubbish and waste shall be removed from the site by the Contractor, and the plant / rooms shall be kept in a clean and neat condition.

1.14 ASSOCIATED ELECTRICAL WORK

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

1.15

SCOPE OF CONTRACT

This contract for the maintenance, servicing and repairs to Airconditioning and Ventilation plants in the GAUTENG Province PRETORIA REGIONAL OFFICE JURISDICTION and all State Buildings, as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 06 (Six) months, subjected to a exit clause/termination clause.

The Contractor shall submit to **DPWI Official** the **program with fixed calendar dates when equipment shall be serviced** within 14 days after the contract has been awarded, to enable the **DPWI Official** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **DPWI Official** by email at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable material(s) such as grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

Where repairs are required for specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists.

1.16 **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the completed signed and stamped service sheet, completed signed and stamped job card and invoice must be handed in to the Registry section at **DPWI Pretoria Regional Office, AVN Building, 251 Nana Sita Street, Pretoria.**

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

1.17 **OFFICIAL ORDER FOR REPAIRS (SUPPLIERS ADVICE)**

- a) An official order (supplier's advice) for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by responsible officials of (NDPWI, PTA R/O). For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor.

Any instruction given by the Client and attended to by the contractor will not be honored by DPWI, shall be the responsibility of Client Department.

1.18 **INVOICES AND QUOTATIONS**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- d) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.
- e) No tippex/correction fluid or any other forms of removal of quantities or numbers on the quotation or invoice will not be accepted and will be returned.
- f) No physical corrections on any invoice will be accepted.

1.19 EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.
No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

1.20 JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be issued to Contractor by responsible DPWI official.

Job cards shall be completed in triplicate (Client, DPWI, and Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the quotation, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his quotation.

1.21 ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

Note:

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender document.

1.22 PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

1.23 PROFIT ON MATERIAL (NON SCHEDULED ITEMS)

Percentage mark-up not exceeding 20% is allowed on non-scheduled material, equipment and requirements only and not on labour, transport. The percentage mark-up shall then be calculated on the price excluding VAT.

(a) **REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)**

Request for a **SUPPLIERS INVOICE** for NSI will be requested by the NDPWI official and must be adhered to at all times.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the NDPWI;

- Must be on a **Company Letter Head**
- **Prices must be clear with no corrections, no tippex must be used on the invoice.**
- **The supplier's address and contact details must be clear and current'(contactable)**
- **The items listed on the supplier's invoice must be related to the service in question**
- **Failure to comply with the above will result in non-payment or a delay to this particular payment**

1.24 **TRANSPORT COST**

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from The **Pretoria Church Square to site**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

1.24 COMPILING OF INVENTORY AND MARKING OF EQUIPMENT.

An inventory of all installations shall be compiled by the Contractor during his first service call. The inventory shall describe the installation in detail and the description shall indicate the make, model, size, capacity and serial numbers of attachment to the equipment. In accordance with the format as shown in the scope of work forming part of this document.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel (*.xls) format and a printed as well as an electronic copy (email) and an updated version shall be handed in with every servicing invoice. **No payment for servicing will be effected without the inventory.** Updated inventories must be supplied as and when components with serial numbers are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The markings shall be in a conspicuous position, but shall not deface the appearance of the installation.

1.25

CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added.

The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

IMPORTANT NOTICE

EXIT CLAUSE

Note: Should the appointed contractor not perform or defaults on service delivery during any phase of this contract, the department reserves the right to cancel the contract and recover the difference in price between the contractor in default and the next contractor recommended to continue with the contract, where applicable.

National Screening Policy: 'THE SUCCESSFUL TENDERER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE'

The price for marking of the equipment and compiling of the inventory shall be included in the price for servicing.

Please note that this document is based on contract period of 06 months or contract amount, whichever comes first.

END OF THE SPECIAL CONDITIONS OF CONTRACT

2. MAINTENANCE OF EQUIPMENT

1.1 The successful Tenderer shall be required to maintain the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.

This shall include, but not be limited to the following:-

1.1.1 Examine the system in accordance with any applicable regulation promulgated under the Occupational Health and Safety Act 85 of 1993 and any amendments thereof

- 1 Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times
- 2 Repair/replace all parts of the installation which may become necessary for the proper use and/or operation of the installation
- 3 Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and cleaning materials as required for proper maintenance of the equipment
- 4 Any malfunction or defect occurring within a period of three (3) months after any service or repair being executed will be for the account of the contractor.
- 5 Examine, periodically and when necessary, all devices and perform any statutory safety tests at or before the expiring of the required intervals
- 6 Complete the services, maintenance or repair action report, which shall be submitted with any invoice(s)

SCHEDULE 1: SERVICE SCHEDULE FOR AIR CONDITIONING AND VENTILATION PLANTS

PRICES FOR SERVICING

QUARTERLY/BI-ANNUAL SERVICE FOR AIR CONDITIONING AND AIR VENTILATION PLANTS AT MAGISTRATE COURTS; MILITARY BASE; POLICE STATIONS; CORRECTIONAL SERVICES AND OTHER CLIENTS DEPARTMENTS.

DEPARTMENTS:

Note: - 1 Description of the service required entails the following: The servicing of the units as per the attached checklist. Annexure A, B, C and D

2. Prices for servicing include checking of equipment and topping of gas or oil when its low as stipulated in annexure A , B , C and D must, include , labour, transport, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be calculated in totals and all totals be carried over to the summary page.

Description of property

4. South African Police Service Complex (SAPS) consist of split units; package units and ventilation units in offices; board rooms; server rooms, mobile homes, workshops and barracks.
5. Military Bases consists of split units; ventilation units; package units; under ceiling units in offices, workshops; hospitals and boardrooms.
6. Correctional Services: Prisons consist of split units and package units in offices; boardrooms and workshops.
7. Magistrate courts consists of chilled water plants; air ventilation plants; package units; AHU; console units; etc. in offices and courtrooms.
8. Other clients include Department of Labour; Home Affairs; Agriculture; Higher Education; Culture and Health. The list below indicates the complexes which require regular services.

Item No	Description Servicing	Qty	Unit Price/Service	Amount
1	Window units	1		
2	Under ceiling	1		
3	Cassette unit	1		
4	AHU	1		
5	Spit unit	1		
6	Water treatment	1		
7	Central plant	1		
8	Fresh air unit	1		
9	Coil unit	1		
10	Hide away unit	1		
11	Package unit	1		
12	Roof space unit	1		
13	Console unit	1		
	Total for Table 1			

SCHEDULE 2: AIR CONDITIONING AND AIR VENTILATION PARTS FOR REPLACEMENT

Item No	Description Parts	Qty	Unit Price/Service	Amount
14	Complete replacement three phase motor 11KW	1		
15	Parts three phase motor 11KW			
15.1	Mechanical seals	1		
15.2	Shaft	1		
15.3	Couplings	1		
15.4	Bolts and nuts	1		
15.5	Oil seals	1		
15.6	Bearings	1		
16	Complete replacement three phase motor 5KW	1		
17	Parts three phase motor 5KW			
17.1	Mechanical seals	1		
17.2	Shaft	1		
17.3	couplings	1		
17.4	Bolts and nuts	1		
17.5	Oil seals	1		
17.6	Bearings	1		
18	Complete replacement of water pump 4KW	1		
19	Parts for water pump 4KW			
19.1	Mechanical seals	1		
19.2	Shaft	1		
19.3	couplings	1		
19.4	Bolts and nuts	1		
19.5	Oil seals	1		
19.6	Bearings	1		
20	Complete replacement of water pump 5KW	1		
21	Parts for water pump 5KW			
21.1	Mechanical seals	1		
21.2	Shaft	1		
21.3	couplings	1		
21.4	Bolts and nuts	1		
21.5	Oil seals	1		
21.6	Bearings	1		
21.7	Gland packing	1		
22	Complete replacement of water pump 11KW	1		
	Total for Table 2			

Item No	Description Parts	Qty	Unit Price/Service	Amount
23	COMPRESSOR			
23.1	Rotary 9000BTU	1		
23.2	Rotary 12000BTU	1		
23.3	Rotary 18000BTU	1		
23.4	Rotary 30000BTU	1		
23.5	Rotary 36000BTU	1		
23.6	Rotary 50000BTU	1		
23.7	Rotary 80000BTU	1		
23.8	Rotary 100000BTU	1		
23.9	2520V UHMP2BA	1		
24	COMPRESSOR CHILLER PLANT			
24.1	25 HP compressor	1		
25	Insulation of Piping			
25.1	Replace 5x1x50mm/kg Rockwool	1		
25.2	Replace TPS non asbestos plaster/kg	1		
25.3	0.6mm Z250 galvanize cladding	1		
26	FAN MOTOR			
26.1	12000BTU	1		
26.2	18000BTU	1		
26.3	36000BTU	1		
26.4	50000BTU	1		
26.5	80000BTU	1		
26.6	100000BTU	1		
27	FAN MOTOR CHILLER PLANTS			
27.1	500 dia condenser fan motor	1		
27.2	650 dia condenser fan motor	1		
28	CHILLER PLANT FILTERS			
28.1	Panel filters wire support 500x500x50	1		
28.2	Pocket filter 500x500x50	1		
	Total for Table 3			

Item No	Description Parts	Qty	Unit Price/Service	Amount
29	Valves			
29.1	Reverse cycle valve	1		
29.2	Two-port seat valves: VZ/VZF	1		
29.3	Three way valve	1		
30	REFILL GAS BOTTLE			
30.1	Refill R22 refrigerant P/KG	1		
30.2	Refill 410 refrigerant P/KG	1		
31	TIME SWITCH			
31.1	Replace time switch	1		
32	COPPER TUBING.			
32.1	Replace copper tubing hard drawn 3/4 inch x P/m	1m		
32.2	Replace copper tubing hard drawn 3/8 inch x P/m	1m		
32.3	Replace copper tubing soft drawn 1/2 inch x P/m	1m		
33	INSULATION FOR COPPER TUBING.			
33.1	Insulation for copper tubing 3/8 inch x P/m	1m		
33.2	Insulation for copper tubing 3/4 inch x P/m	1m		
33.3	Insulation for copper tubing 1/2 inch x P/m	1m		
34	COMPLETE AIR CON UNITS FOR REPLACEMENT			
34.1	9000BTU	1		
34.2	12000BTU	1		
34.3	18000BTU	1		
34.4	24000BTU	1		
34.5	30000BTU	1		
34.6	50000BTU	1		
34.7	60000BTU	1		
34.8	100000BTU	1		
35	Air handling Units			
35.1	80000 BTU	1		
	Total for Table 4			

Item No	Description Parts	Qty	Unit Price/Service	Amount
36	Fan belts: v-belts			
36.1	500 mm diameter	1		
36.2	600 mm diameter	1		
36.3	1000mm diameter	1		
37	Minipak Generic II	1		
37.1	Controller	1		
37.2	Return air sensor	1		
37.3	3m-RJ Plug	1		
37.4	Fan Motors 180W - 220V D/S	1		
37.5	H48 High Acid Driers	1		
37.6	SN 511 Bearings	1		
37.7	16.0 kw contactor	1		
37.8	Crank case heater 110 v chiller	1		
37.9	2VSK512 Block and takle	1		
37.10	Rectifier pc board	1		
38.1	Inverter pc board	1		
38.2	Main pc board	1		
38.3	Power pc board	1		
38.4	ZR36K3E-PFT-522 Stub Tube	1		
38.5	FH5540E/38F compressor	1		
39	ELECTRICAL PARTS			
39.1	Norsh cable 4 core plus earth 2.5 mm p/m	1m		
39.2	C/B 10Amps S/P	1		
39.3	C/B 40Amps T/P	1		
39.4	C/B 80Amps T/P	1		
39.5	Isolator 63 Amps T/P	1		
39.6	Contactur	1		
39.7	Comm wires	1m		
	Total for Table 5			

3. Costing Summary Page

	Amount
Total For Table 1	R
Total For Table 2	R
Total For Table 3	R
Total For Table 4	R
Total For Table 5	R
Total (Excluding VAT)	R
VAT (15%)	R
Total (Including VAT)	R

4. PRICES AND RATES SCHEDULES

Item.	Description	Qty	Rate	Amount
	Labour Rates The rates for labour will be deemed to include for statutory minimum labour rates, transport cost subsistence and travelling allowance, contribution to bonus, holiday, pension, medical funds, etc as well a for normal working hours, overtime, Sunday and holiday time			
	Normal Time			
	Artisan/Technician per hour	1	200	200
	Labourer per hour	1	75	75
	Material The cost of non-schedule materials shall be deemed to include for the cost of material after deduction of any discount and delivery.	-	-	-
	Mark-up Mark-up on new parts, material and equipment only 0 % to 20%			
	Note: 1. 20 % mark-up shall be calculated On the total discount price Excluding VAT 2. Maximum of 20 % mark-up Will be allowed. A higher Mark-up shall not be Considered.			
	Transport Transport cost/Km (Distances will be measured from the National Department of Public Works Head Office in Pretoria.(Church Square)	km 1	R5.00	R5.00
			Sub-Total	
			15% VAT	
			Total	

TENDERER'S SIGNATURE: _____

ADDRESS: _____

DATE: _____

ANNEXURE APREVENTATIVE MAINTENANCE SERVICESERVICE SHEET: CHECK LISTFORPACKAGE UNITS TO BE COMPLETED IN TRIPLCATE FOR CLIENTS, DPW AND A CONTRACTOR

BUILDING NAME _____

DATE _____

- | | |
|--|-----|
| 1. Clean drain pans and drain | [] |
| 2. Check fan motor for abnormal temperature and noise | [] |
| 3. Check V belt alignment and tension also do adjustment | [] |
| 4. Check refrigeration charge | [] |
| 5. Check and set all safety switches | [] |
| 6. Clean all filters | [] |
| 7. Check for all condition for electrical connection | [] |

REMARKS _____

_____NOTE:

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

CONTRACTORS SIGNATURE

DATE: _____

CLIENT DEPARTMENT SIGNATURE

DATE: _____

STAMP

ANNEXURE B

PREVENTATIVE MAINTENANCE SERVICE

SCHEDULE AND CHECK LIST

FOR

AIR HANDLING UNITS AND VENTILATION FAN TO BE COMPLETED IN TRIPLCATE FOR CLIENTS, DPW AND A CONTRACTOR

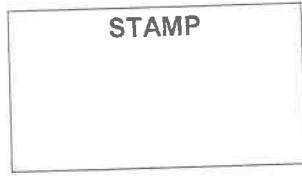
SUBMIT WITH MAINTENANCE SERVICE INVOICE	CHECKED
1. Check fan motor for abnormal temperature and noise	[]
2. Check fan blades for correct operation	[]
3. Check all electrical connection	[]
4. Check and clean drains and sump	[]
5. Check and clean spray nozzles	[]
6. Check heater for operation	[]
7. Check operation of humidifier	[]
8. Check and set all safety switches	[]
9. Check operation and setting of dampers	[]
10. Check the operation of automatic filters	[]
11. Clean the filters	[]
12. Record visit in a plant log book	[]

REMARKS _____

NOTE:
 All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

 CONTRACTORS SIGNATURE
 DATE: _____

 CLIENT DEPARTMENT SIGNATURE
 DATE: _____



ANNEXURE C

PREVENTATIVE MAINTENANCE SERVICE

SCHEDULE AND CHECK LIST

FOR

WINDOW UNITS AND SPLIT UNITS TO BE COMPLETED IN TRIPLCATE FOR CLIENTS, DPW AND A CONTRACTOR

BUILDING NAME _____ DATE _____

- 1. Check the operation and the condition of a units []
- 2. Check and clean the drain []
- 3. Clean the filters []
- 4. Clean condenser with compressed air []
- 5. Check refrigerant charge []
- 6. Check the condition of electrical connection []
- 7. Check operation of fan motor []
- 8. Clean the unit complete []

REMARKS _____

NOTE:
All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

CONTRACTORS SIGNATURE _____
DATE: _____

CLIENT DEPARTMENT SIGNATURE _____
DATE: _____

STAMP

ANNEXURE D

PREVENTATIVE MAINTENANCE- CHILLER PLANT

TECHNICIAN: _____ DATE: _____

CLIENT: _____

UNIT NUMBER: _____

SERIAL NUMBER: _____

MODEL NUMBER: _____

		COMPRESSORS			
		COMPRESSOR 1	COMPRESSOR 2	COMPRESSOR 3	COMPRESSOR 4
A					
1	Check temperature				
2	Right suction/discharge pressure				
4	Write oil level start/running				
5	Check motor compressor coupling				
6	Check operation of crankcase heater				
7	Check visually all electrical				
B		CHILLER AND REFRIGERATION			
1	Check filter driers				
2	Check solenoid valve				
3	Check operation of non-return valves				
4	Check operation of expansion valves				
C		CHILLED WATER			
1	Check strainer				
2	Check operation of flow switch				
3	Check operation of temperature sensor controlling the plant				
4	Check anti-freeze protection, write setting				
5	Check connection and effectiveness of make-up tank				
6	Check the operation of belts				

PUMPS STATION	
D	
1	Write lead/stand by pump on arrival
2	Write suction/discharge pressure for each pump
3	Check for leaks,vibration,corrosion and noise
E	AIR-COOLED CONDENSER
1	Check if there is any obstruction,divertion of air flow
2	Check and clean coil
F	DESCRIPTION OF IRREGULARITIES,CORRECTION,ANY WORK DONE SUGGESTION AND WORK TO BE DONE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>SERVICE, REPAIR AND MAINTENANCE OF AIR-CONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 29: TELKOM TOWERS (NORTH & SOUTH)</i>		
Bid no:	<i>ID NO: 173247</i>	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)

between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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5.2	If so, furnish particulars:		
5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	SERVICE, REPAIR AND MAINTENANCE OF AIR-CONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 29: TELKOM TOWERS (NORTH & SOUTH)		
Bid no:	ID NO: 173247	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has 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 consortium³ will not be construed as collusive bidding.~~
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 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.

Name of Bidder	Signature	Date	Position



³ 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.

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: ID NO: 173247

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For Internal & External Use

Effective date 20 September 2021

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