



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## QUOTATION DOCUMENT

**Quotation Description:** **NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS**

**Quotation No:** PEU 63/2023

**Closing Date:** **Friday, 29 September 2023**  
**Closing Time:** **14H00**

**Quotation Briefing Meeting Date:** N/A

**Quotation Briefing Meeting time:** N/A

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

### Bid Box Address

Department of Public Works & Infrastructure  
Eben Donges Building  
Corner Robert & Hancock Street  
Gqeberha  
6001

### SCM SPECIFIC ENQUIRIES:

Enquires: Sharon de Kock  
Tel No: 041 408 2157 during office hours  
Cell No: N/A  
Email Address: [Sharon.DeKock@dpw.gov.za](mailto:Sharon.DeKock@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Vuyani Maqetuka  
Tel No: 041 408 2199 during office hours  
Cell No: Works or Project Manager Cell No  
Email Address: [Vuyani.Maqetuka@dpw.gov.za](mailto:Vuyani.Maqetuka@dpw.gov.za)

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## SUMMARY OF BID INFORMATION

|   |  |  |
|---|--|--|
| <b>Bid Number</b>                                   | PEU 63/2023  |  |
| <b>Bid/ Project Description</b>                     | NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS |  |
| <b>Bid Closing date &amp; Time</b>                  | Friday, 29 September 2023  | <b>14H00</b>   |
| <b>Bid Briefing Date &amp; Time (If applicable)</b> | N/A  | N/A  |
| <b>Venue</b>  | N/A  |  |
| <b>SCM SPECIFIC ENQUIRIES:</b>                      | Sharon de Kock   | <a href="mailto:Sharon.DeKock@dpw.gov.za">Sharon.DeKock@dpw.gov.za</a>     |
|   | 041 408 2157   | N/A  |
| <b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>       | Vuyani Maqetuka  | <a href="mailto:Vuyani.Maqeteka@dpw.gov.za">Vuyani.Maqeteka@dpw.gov.za</a> |
|   | <b>041 408 2199</b>  | Works or Project Manager Cell No   |
| <b>Document Price</b>                               | Free of Charge   |  |

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

|                        |  |                  |                           |
|------------------------|--|------------------|---------------------------|
| Quotation description: | NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS |                  |                           |
| Quote no:              | PEU 63/2023  | Closing date:    | Friday, 29 September 2023 |
| Closing time:          | 14H00  | Validity period: | 120 calendar days         |

### 1. RESPONSIVENESS CRITERIA

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

|    |                                     |   |
|----|-------------------------------------|---|
| 1  | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.   |
| 2  | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).  |
| 3  | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required  |
| 4  | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited.  |
| 5  | <input checked="" type="checkbox"/> | There will be no briefing meeting.  |
| 6  | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07  |
| 7  | <input checked="" type="checkbox"/> | Bidders must be registered on the National Treasury's Central Supplier Database (CSD)   |
| 8  | <input checked="" type="checkbox"/> | <ol style="list-style-type: none"> <li>1. PSIRA company registration certificate</li> <li>2. PSIRA Grade A/B certificate for Director/s</li> <li>3. PSIRA letter of Good standing</li> <li>4. COIDA letter of Good standing from Department of Labour &amp; Employment</li> <li>5. Certificate of registration issued by National Bargaining Council for the Private Security Sector</li> <li>6. UIF Letter of Good Standing Department of Labour &amp; Employment</li> <li>7. Private Security Provident Fund letter of good standing or Exemption letter if applicable</li> <li>8. Proof of Public Liability Insurance for an amount of R2 million</li> </ol> |
| 9  | <input checked="" type="checkbox"/> | Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.  |
| 10 | <input type="checkbox"/>            |   |
| 11 | <input type="checkbox"/>            |   |

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

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

|    |                                     |  |
|----|-------------------------------------|--|
| 1  | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .   |
| 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-11): Bidder's disclosure.  |
| 4  | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.  |
| 5  | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer   |
| 6  | <input checked="" type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 7  | <input checked="" type="checkbox"/> | Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.   |
| 8  | <input type="checkbox"/>            |  |
| 9  | <input type="checkbox"/>            |  |
| 10 | <input type="checkbox"/>            |  |

**2. EVALUATION METHOD FOR RESPONSIVE BIDS**

2.1 This quotation will be evaluated on price only

2.2 The following Evaluation Method for responsive bids will be applicable:

|  |
|--|
| <input checked="" type="checkbox"/> Method 1 (Financial offer) |
|--|

**3. COLLECTION OF TENDER DOCUMENTS**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
  - Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
- A non-refundable bid deposit of Free of Charge is payable (cash only) on collection of the bid documents.

**4. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING**

Details of Compulsory Briefing/ Clarification / Site Inspection Meeting (if any):

|                              |                                    |                       |     |
|------------------------------|------------------------------------|-----------------------|-----|
| <b>Venue:</b>                | N/A                                |                       |     |
| <b>Virtual meeting link:</b> | (Type link here or indicate "N/A") |                       |     |
| <b>Date:</b>                 | N/A                                | <b>Starting time:</b> | N/A |

## 5. ENQUIRIES

5.1 Technical enquiries may be addressed to:

|                             |  |                      |                 |
|-----------------------------|--|----------------------|-----------------|
| <b>DPWI Project Manager</b> | Vuyani Maqetuka  | <b>Telephone no:</b> | 041 408 2199    |
| <b>Cellular phone no</b>    | Works or Project Manager Cell No   | <b>Fax no:</b>       | <b>Indicate</b> |
| <b>E-mail</b>               | <a href="mailto:Vuyani.Maquteka@dpw.gov.za">Vuyani.Maquteka@dpw.gov.za</a> |                      |                 |

5.2 SCM enquiries may be addressed to:

|                          |  |                      |              |
|--------------------------|--|----------------------|--------------|
| <b>SCM Official</b>      | Sharon de Kock   | <b>Telephone no:</b> | 041 408 2157 |
| <b>Cellular phone no</b> | N/A  | <b>Fax no:</b>       | <b>None</b>  |
| <b>E-mail</b>            | <a href="mailto:Sharon.DeKock@dpw.gov.za">Sharon.DeKock@dpw.gov.za</a> |                      |              |

## 6. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

**Closing Date: Friday, 29 September 2023**

**Closing Time: 14H00**

|   |           |   |
|---|-----------|---|
| <p><b>Tender documents may be posted to:</b><br/>The Director-General<br/>Department of Public Works and Infrastructure<br/>Private Bag X 3193<br/>Gqebergha<br/>6001<br/>Documents must be deposited in The Bid Box before the closing date of the bid</p> | <b>OR</b> | <p><b>Deposited in the tender box at:</b><br/>The Bid Box<br/>Department of Public Works &amp; Infrastructure<br/>Eben Donges Building<br/>Corner Robert &amp; Hancock Street</p> |
|---|-----------|---|

## TERMS OF REFERENCE/ SPECIFICATIONS

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

SPECIFICATION COMPLIANCE SCHEDULE  
(SERVICES)

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH PA-07 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL)  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

|                     |               |
|---------------------|---------------|
| Name of bidder..... | Bid number:   |
| Closing Date        | Closing Time: |

### OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

**The Bidder is required to indicate, adjacent to each paragraph in the column provided for this purpose, whether the bidder is in compliance with the bid specifications and to what extent by marking the columns headed “YES” or “NO”, provide comment and make reference to any documentation they enclose with the bid. The additional documentation provided by the bidder must clearly show the paragraph in the bid document to which it relates. A bidder who indicates “NO” in fact confirms to the NDPW that its bid is non-compliant to the specifications and requirements.**

In the event where a written proposal for the service is included in the bid, an electronic version of such proposal on disc must also be submitted with the bid.

THE NATIONAL DEPARTMENT OF PUBLIC WORKS (NDPW) RETAINS THE RIGHT NOT TO ACCEPT THE LOWEST, HIGHEST OR ANY BID, OR TO ACCEPT PART OR WHOLE OF ANY BID.

| Paragraph   | SPECIFICATION   | INDICATION OF COMPLIANCE  |    |
|---|---|---|----|
|   |   | By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable |    |
| <b>DESCRIPTION</b>  |   |   |    |
| PROVIDE A SECURITY SERVICE (ACCESS CONTROL AND GUARDING), FROM MONDAY TO FRIDAY INCLUDING WEEKENDS AND PUBLIC HOLIDAYS FOR THE PERIOD OF FOUR (04) MONTHS AT THE EBEN DONGES BUILDING & HARROWER ROAD STORES. |   |   |    |
| <b>BACKGROUND</b>   |   |   |    |
| To ensure the safety and security of National Department of Public Works (NDPW) staff, visitors and their personal property as well as security of NDPW property (vehicles, furniture, equipment etc).        |   |   |    |
| 1.  | <u>DELIVERABLES</u>   |   |    |
| 1.1   | To ensure that the sites are secured and free of threats and risks.   | YES   | NO |
| 2   | <b>GUARDING</b>   | YES   | NO |
| 2.1   | Eben Donges Building  |   |    |
| 2.2   | Provide Security guards who must work the following shifts:   |   |    |
| 2.3   | Dayshift (06H00 – 18H00) – provide ten (12) Grade C security officers during week days.   |   |    |
| 2.4   | Nightshift (18H00 – 06H00) – provide three (3) Grade C security officers during week days.  |   |    |
| 2.5   | Dayshift (06H00 – 18H00) – provide two (2) Grade C security officers over weekends and public holidays.   |   |    |
| 2.6   | Nightshift (18H00 – 06H00) – provide three (3) Grade C security officers over weekends and public holidays and public holidays Harrower Road Stores | YES   | NO |
| 2.7   | Provide Security guards who must work the following shifts:   |   |    |



| Paragraph | SPECIFICATION  | INDICATION OF COMPLIANCE  |
|-----------|--|---|
|           |  | By indicating Yes within this column, the bidder confirms that it will meet the specified deliverable |
| 3         | Dayshift (06H00 – 18H00) – provide two (2) Grade C security officers during weekdays.  |   |
| 3.1       | Nightshift (18H00 – 06H00) – provide two (2) Grade C security officers during weekdays.  |   |
| 3.2       | Dayshift (06H00 – 18H00) – provide two (2) Grade C security officers over weekends and public holidays.  |   |
| 3.3       | Nightshift (18H00 – 06H00) – provide two (2) Grade C security officers over weekends and public holidays.  |   |
| 3.4       | EQUIPMENT  |   |
| 4.        | Base Radio's (must be programmed to contractors frequency) or any latest security communication system.  |   |
| 4.1       | Portable hand held radio's with earpieces for all security guards (radio's must be programmed to contractor's frequency)   |   |
| 4.2       |  |   |
| 4.3       | Corporate uniform and dress standards; jacket, shirt, pants, tie, name tag, pull-over jerseys and appropriate shoes.   |   |
| 4.4       | To ensure the safety and security of National Department of Public Works (NDPW) staff, visitors and their personal property as well as security of NDPW property (vehicles, furniture, equipment etc). |   |
| 4.5       |  |   |

|                      |   | YES        | NO        |
|----------------------|---|------------|-----------|
| <p>6.</p> <p>1.1</p> | <p><b>DUTIES</b></p> <p>Ensure that all on duty security officers exercise the following duties:</p> <p>Detailed activities to be carried out at the posts will form the basis of a site procedure manual at each post. These jobs descriptions will include procedures to be followed. The security objectives for each job must be clearly defined and will form the basis of deciding on the key result areas for each job.</p> <p>Removal of any unruly and abusive persons from the property. Protection of personnel, visitors and property. React to emergencies and report to SAPS through the Control Room. Confront all suspicious persons and determine whether they are authorized to be on the property. Act whenever criminal activities are committed or about to be committed.</p>  |            |           |
| <p>6.2</p>           | <p>Ensure that all on - duty security officers shall attend and provide whatever assistance is necessary to all reports of fire in any areas of the Site as directed by the designated Departmental Representative. This shall include, but not be limited to:</p> <p>Responding to a fire alarm.<br/>Reporting blocked fire access routes.<br/>Assisting National Department of Public Works and / or other authorised official staff in limiting unauthorised access to the scene of the fire.<br/>Assisting in the evacuation of the affected areas in the event of fire, under the direction of the nominated Departmental Representative.<br/>v. Liaising with external emergency agencies as part of its response in relation to an incident.<br/>vi. When a life-threatening situation develops, it is the main task of the security personnel to protect the personnel and the property</p> | <p>YES</p> | <p>NO</p> |

|           |  |  |  |  |  |  |     |    |  |  |
|-----------|--|--|--|--|--|--|-----|----|--|--|
| <p>7.</p> | <p><b>GUARDING &amp; PATROLLING</b></p> <p>Protecting people and property against the harmful actions, by word or deed of other parties.</p> <p>The vigilant and, if necessary aggressive protection of property and personnel against any attempt by any person to unlawfully invade the property of the National Department of Public Works &amp; Infrastructure.</p> <p>A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance.</p> <p>Ensure that all vulnerable points frequently be visited to maintain security against intrusion by any unauthorized person.</p> <p>Security officers shall act as authorized officers in terms of the Control of Access to the three sites.</p> <p>Recording all events/ incidents in relation to attempts to construct buildings and or structures, in an Occurrence Book, which should be submitted to the Department weekly.</p> <p>Protect the Departmental staff against injuries, death or any other offence, when conducting inspections on site.</p> <p>Ensure that all vulnerable points or key risk areas are frequently checked to maintain security against intrusion for any unauthorized purpose.</p> <p>Check for intruders, identify strangers and ascertain their right to be present in that particular area.</p> <p>Check for intruders to identify strangers and ascertain their rights to be present in that particular area.<br/>To check for actual or potential fire hazards in the area.</p> <p>Check for potential safety hazards and to report the problem(s) to the department.</p> | <table border="1"> <tr> <td colspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td colspan="2" style="background-color: #cccccc;"></td> </tr> </table> |  |  |  |  | YES | NO |  |  |
|           |  |  |  |  |  |  |     |    |  |  |
|           |  |  |  |  |  |  |     |    |  |  |
| YES       | NO   |  |  |  |  |  |     |    |  |  |
|           |  |  |  |  |  |  |     |    |  |  |

|    |  | YES | NO |
|----|--|-----|----|
| 8. | <p><b>PATROL METHODS</b></p> <p>Patrols must be conducted in a methodical and conscientious manner on an hourly basis.</p> <p>The Security offers on patrol must be given clear and concise instructions as to their duties and how the patrol is to be performed.</p> <p>The extent and timing of the patrols should be intelligently varied and must not form a routine.</p> <p>All visitors and staff must identify themselves by methods stipulated on site orders provided during upon site hand over before they are granted access to the premises allowed.</p> <p>Nobody will be allowed to carry out any activity on the property that is prohibited by the owner/user.</p> |     |    |
| 9. | <p><b>SERVICE AIDS FOR EVERY GUARD</b></p> <p>9.1 Every security officer posted should be in possession of the following:<br/>           Baton.<br/>           Handcuffs.<br/>           Pocket Book.<br/>           Pen.<br/>           A clear identification card of the company with the member's photo, name, identification number, PSIRA nr on it, worn visibly on the security officer at all times.<br/>           Torch – to lighten up an area of at least ten metres.<br/>           Radio –Two way radios should be in contact with the control room of the bidder on a 24 hour basis.</p>  | YES | NO |

|      |  |  |
|------|--|--|
| 10.  | <b>DRESS CODE AND EQUIPMENT</b><br><br>Security guards must, when on duty, wear the standard uniform of the service provider and must remain in their relevant company uniform at all times.         |  |
| 11   | <b>CONDITION ON PARTICULARS OF SECURITY OFFICERS:</b>  |  |
| 11.1 | The Service Provider must complete the form of particulars of the security officers to be employed/ stationed at the various sites as set out by the National Department of Public Works.            |  |
| 11.2 | The Service Provider must ensure that all staff to be deployed at the site is available for onsite training before commencement of the contract. The training will not take longer than 1 (one) day. |  |
| 11.3 | The Service Provider and their staff members will be subjected to pre-screening and Security Clearance,  |  |

|      |   | YES | NO |
|------|---|-----|----|
| 12.  | CONDUCT OF SECURITY STAFF   |     |    |
| 12.1 | The Code of Conduct for security Officers as per Act 56 of 2001 of the Private Security Industry Regulating Authority shall apply.  |     |    |
| 12.2 | The National Department of Public Works expects the highest possible standards of conduct from the security officers.   |     |    |
| 12.3 | Apart from the fact that security officers must always be alert, vigilant and professional in their approach, bearing and actions, deviations from the code of conduct as prescribed by the PSIRA, will be regarded as extremely serious and may be regarded as sufficient reasons to ask the Service Provider to remove the guilty person from the site. |     |    |
| 12.4 | The security official responsible for apprehending any person/staff member for any criminal activity shall testify in court/disciplinary hearing.<br><br>Public Works reserves the right to have an officer removed from its sites without providing reasons  |     |    |
|      |   | YES | NO |



|     |   |  |
|-----|---|--|
| 13. | <p><b>LEGAL RIGHTS, FUNCTIONS AND OBLIGATIONS</b></p> <p>All security officers must be conversant with their legal rights and obligations regarding the Laws mentioned hereunder.</p>   |  |
| 14  | <p><b>THE CONTROL OF ACCESS TO PUBLIC PREMISES AND VEHICLE ACT (ACT 53 OF 1985) AS AMENDED</b></p> <p>The security officers are authorized to apply and enforce entrance and egress control in terms of section 2, 3 and 4 of this Act.</p>   |  |
| 15  | <p><b>CRIMINAL PROCEDURE ACT 1997 (ACT 52 OF 1997) AS AMENDED</b></p> <p>The security officers may exercise their rights in terms of Section 42 to arrest anybody who commits or attempts to commit in his/her presence or whom he/she reasonable suspects of having committed an offence as referred to in Schedule 1 (one) of the Criminal Procedure Act.</p> |  |

|      |   | YES | NO |
|------|---|-----|----|
| 16.  | <b>SITE MANAGEMENT / SUPERVISION</b>  |     |    |
| 16.1 | The Service Provider is responsible for overall management and supervision of the security officers provided in terms of the agreement.   |     |    |
| 16.2 | Service Provider is to appoint, at his own cost, an external site manager who is to visit the site at least 3 (three) times per 12 hour shift.  |     |    |
| 16.3 | Where a Security officer performs a duty under the direct supervision of a Government Official the Security officer/s shall be expected to take instructions from the Government Official.  |     |    |
| 16.4 | It is expressly agreed that as indicated no fire-arms, knives or other weapons will be allowed on the premises unless otherwise permitted by law.   |     |    |
| 17.  | <b>ADDITIONAL DUTIES</b>  |     |    |
| 17.1 | The National Department of Public Works & Infrastructure shall not expect or instruct security officers to perform any task not related to his or her security function or which may be detrimental to the security officer's safety or health, or is beyond his strength or competence or which may have a negative effect on his or her status and dignity. |     |    |
| 17.2 | The Department has the right to have a security officer removed from any site, should that be deemed necessary.   |     |    |
| 18.  | <b>INCIDENT REPORTING</b>   | YES | NO |
| 18.1 | The Service Provider shall implement and maintain systems and procedures to report, record and collate all security incidents (including but not limited to criminal offences) correctly, accurately and of a quality suitable for submission in Court or other tribunal or judicial forum.   |     |    |
| 18.2 | A report containing all incidents shall be submitted to the Authorised Office Representative (weekly) with the exception  |     |    |





|                                    |   |            |           |
|------------------------------------|---|------------|-----------|
| <p>18.3</p> <p>18.4</p>            | <p>of serious incidents in which case the Authorised Office Representative should be contacted immediately.</p> <p>Where a crime is committed or where a crime is suspected of being committed, the Service Provider shall summon the police in accordance with the Department's Policies for contacting and liaising with the police.</p> <p>Following the discovery of a criminal act The Service Provider shall investigate the incident on behalf of the Institution and report all findings weekly to the Department.</p>  |            |           |
| <p>19.</p> <p>19.1</p> <p>19.2</p> | <p><b>CRIME PREVENTION</b></p> <p>The Service Provider shall in consultation with the designated Institution Representative(s) develop and implement action plans to deal with serious crimes which may occur at the Site including but not limited to terrorism, vandalism, theft, baby abduction and serious assault (including sexual assault) on their property.</p> <p>The Service Provider shall promote security and safety consciousness of all Staff through the development and dissemination of security and safety information through a variety of media including but not limited to briefings and posters.</p> |            |           |
| <p>20.</p> <p>20.1</p> <p>20.2</p> | <p><b>GENERAL INFORMATION</b></p> <p>Weekly reports must be submitted to the Department.</p> <p>The appointed Security Manager for the National Department of Public Works is Mr VR Maqetuka, email address Vuyani.Maqetuka@dpw.gov.za Tel. No. (041) 408 2199</p>  | <p>YES</p> | <p>NO</p> |
|                                    |   |            |           |

|      |  | YES | NO |
|------|--|-----|----|
| 21.  | REMUNERATION   |     |    |
| 21.1 | The Service Providers must remunerate their officers according to the National Bargaining Council For Private Security Sector 2023/2024 rates.   |     |    |
| 21.2 | All bids must be compliant with National Bargaining Council For Private Security Sector 2023/2024 rates.   |     |    |
| 22.  | SPECIAL CONDITIONS   | YES | NO |
| 22.1 | Silver Solutions Security will be expected to complete an “Oath of Secrecy” or “Declaration of Secrecy”.   |     |    |
| 22.2 | The NDPW reserves the right to obtain from the Successful bidder /potential bidders, proof of accredited and recognized certification.   |     |    |
| 23.3 | Posts may not be left unattended during the shift period. Should the security officer need to leave the post for any reason, the security company must make the necessary arrangements to cover that specific period of that shift.                      | YES | NO |
| 23.  | “Liability Clause:   |     |    |
| 23.1 | The service provider is, at all times , responsible for the acts and omissions, including but not limited to, death, injury or assault of his employees when they render any service to the Department in terms of the bid specification and conditions. | YES | NO |
|      |  |     |    |

**24 PAYMENT CONDITIONS**

24.1.1 Payment will be effected monthly within 30 days of receipt of an original and valid tax invoice, after satisfactory services have been certified.

**PENALTIES - PRO-RATA DEDUCTION**

Where the service provider fails to provide the service in terms of the contract, deductions and /or penalties for said failure will apply as indicated below.

The service provided in terms of the contract, will be evaluated regularly and any contraventions of the contract conditions and / or loss of NDPWI property due to proven negligence will be collated on a monthly basis.

Penalties will be levied against the service provider for every incident which contravenes the contract conditions and / or loss of NDPW property due to proven negligence. The said penalties will be determined against a set percentage of the total monthly contract price, as set out below:

|  |        |  |
|--|--------|--|
| Use of cell-phone on duty by security officers other than the Supervisor.        | R1000  |  |
| Late postings per person per day but not to more than two hours.                 | R1000  |  |
| Postings more than 2 hours after scheduled time per person per day               | R3 000 |  |
| Failed postings per person per day   | R5 000 |  |
| Sleeping on duty per person per incident per day                                 | R2 000 |  |
| Failure to wear identity cards or having any other item per person per day       | R800   |  |
| Failure adherence to full dress code per person per day                          | R1000  |  |
| Failure to report any irregularities in Occurrence Book per person per day       | R2000  |  |
| Posting of security officers not briefed per person per day                      | R1500  |  |
| Failure to patrol per event per day  | R2000  |  |
| Failure to report to the client per event per day                                | R1000  |  |
| Failure of site inspection per event or occasion by an external Manager          | R2000  |  |
| Desertion of post per person per shift   | R3000  |  |
| Posting of security officers under the influence of alcohol per person per shift | R5000  |  |
| Attending to personal visitors while on duty                                     | R1000  |  |
| Failure to submit monthly reports on agreed dates                                | R5000  |  |
| Faulty/non-functional /uncharged radio( per unit ) including uncharged           | R5000  |  |

The service provider must note that penalties will also be instituted in respect of contraventions/non-compliance of bid specifications or General Conditions, in the following instances:

That 1% of the value of the contract will be calculated and used as benchmark or cut-off for penalties as per par 20.1.3. above.

Once this benchmark is reached written warnings will be issued to the service provider:

Warning 1 in addition to pro-rata penalty charges depending on the transgression as per par 20.1.3

Warning 2 in addition to pro-rata penalty charges depending on the transgression as per par 20.1.3

Warning 3 in addition to pro-rata penalty charges depending on the transgression as per par 20.1.3

Should there be further transgressions in terms of par 20.1.3. after three (3) warnings, the process of contract termination will commence.

## PRICING SCHEDULE/ BILL OF QUANTITIES

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

(EBEN DONGES BUILDING & HARROWER ROAD STORES)

Bidders will be required to adhere to the National Bargaining Council rates effective from 1 March 2023 until 28 February 2024. Thereafter the revised National Bargaining Council rates, if any, will apply until the end of the contract.

Bidders will be compensated based on the National Bargaining Council rates for Private Security sector (Area 1 and Area 2 for Urban). Bidders must price for Grade C security guards and are required to price for share of overheads as indicated hereunder. Bidders must complete the Pricing schedule in full, failure will result to elimination.

| Item No | DESCRIPTION   | Number of Guards (A)                             | Monthly Rate/ Guard (B)               | Total Cost/ month (A x B) = (C)                             |
|---------|---|--|---------------------------------------|---|
| Item 1  | <b>DIRECT LABOUR COST DAY SHIFT (GRADE C GUARDS)</b>  | <b>Fourteen (14)</b><br>Day shift Grade C Guards | R.....<br>per grade C Guard per month | R .....<br>for all Grade C Guards per month for dayshift    |
| Item 2  | <b>DIRECT LABOUR COST NIGHT SHIFT (GRADE C GUARDS)</b>  | <b>Five (05)</b><br>Night Grade C Guards         | R.....<br>per grade C Guard per month | R .....<br>for all Grade C Guards per month for night shift |
| Item 3  | <b>TOTAL DIRECT LABOUR COSTS PER MONTH (DAY &amp; NIGHT SHIFT) (Item 1 + Item 2)</b>                        |  |                                       | R.....<br>for all Guards per month                          |
| Item 4  | <b>PROFIT AND OVERHEADS PER MONTH (Item 3 x % Profit and Overheads)</b>                                     |  | .....% Profit and Overheads           | R .....<br>per month  |
| Item 5  | <b>SUB TOTAL Excluding Vat/ month (Item 3 + Item 4)</b>   |  |                                       | R .....<br>per month  |
| Item 6  | <b>VAT @ 15% (Item 5 x 15%)</b>   |  |                                       | R .....   |
| Item 7  | <b>TOTAL COSTS (Including Vat per month) (Item 5 + Item 6)</b>  |  |                                       | R .....<br>per month  |
| Item 8  | <b>GRAND TOTAL (Item 7 x 4 Months) (This Grand Total must be carried over to the form of offer: DPW-07)</b> |  |                                       | R ..... for 4 months  |

Compiled by:

.....  
Vuyani Russell Maqetuka  
Regional Security Manager: PE

**DPW-07: FORM OF OFFER AND ACCEPTANCE**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

|                         |   |
|-------------------------|---|
| <b>Rand (in words):</b> |   |
| <b>Rand in figures:</b> | R |

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

|  |           |  |
|--|-----------|--|
| <p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number: .....</p> | <b>OR</b> | <p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number: .....</p> |
|--|-----------|--|

**AND WHO IS** (if applicable):

Trading under the name and style of: .....

**AND WHO IS:**

|  |   |
|--|---|
| <p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p> | <p><b>Note:</b></p> <p><b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b></p> |
|--|---|

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

**SIGNED FOR THE TENDERER:**

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

**WITNESSED BY:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents .....

The official alternative .....

Own alternative (only if documentation makes provision therefore)

**SECURITY OFFERED: (Not required for this quotation/ bid)**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No. ....

Postal address.....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour.....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer’s offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer’s offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

|                   |           |      |
|-------------------|-----------|------|
|                   |           |      |
| Name of signatory | Signature | Date |

|                                 |                            |
|---------------------------------|----------------------------|
| <b>Name of Organisation:</b>    | Department of Public Works |
| <b>Address of Organisation:</b> |                            |

**WITNESSED BY:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |



## SCHEDULE OF DEVIATIONS

**Quotation no:** PEU 63/2023

**Project Description:** NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS

|                        |
|------------------------|
| <b>1.1.1. Subject:</b> |
| <b>Detail:</b>         |
| <b>1.1.2. Subject:</b> |
| <b>Detail:</b>         |
| <b>1.1.3. Subject:</b> |
| <b>Detail:</b>         |
| <b>1.1.4. Subject:</b> |
| <b>Detail:</b>         |
| <b>1.1.5. Subject:</b> |
| <b>Detail:</b>         |
| <b>1.1.6. Subject:</b> |
| <b>Detail:</b>         |

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## 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<sup>3</sup> 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

<sup>(3)</sup> 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.

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 External Use

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 declare 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 consortium<sup>4</sup> 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.

---

<sup>4</sup> 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.

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 External Use



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 DECLARE 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.**

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

This form is aligned to SBD 4.

## 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:**

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

\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

2 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

\_\_\_\_\_  
*(legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
*(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)*

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

\_\_\_\_\_

\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

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

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

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_



Postal Code \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

|    | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1  |      |          |           |
| 2  |      |          |           |
| 3  |      |          |           |
| 4  |      |          |           |
| 5  |      |          |           |
| 6  |      |          |           |
| 7  |      |          |           |
| 8  |      |          |           |
| 9  |      |          |           |
| 10 |      |          |           |

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

3 \_\_\_\_\_  
\_\_\_\_\_

4 \_\_\_\_\_  
\_\_\_\_\_

5 \_\_\_\_\_  
\_\_\_\_\_

6 \_\_\_\_\_  
\_\_\_\_\_

7 \_\_\_\_\_  
\_\_\_\_\_

8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (position in the Enterprise)

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

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

|   | <b>Name</b> | <b>Capacity</b> | <b>Signature</b> |
|---|-------------|-----------------|------------------|
| 1 |             |                 |                  |
| 2 |             |                 |                  |



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

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

**Note:**

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

### DPW-16. TENDER BRIEFING MEETING CERTIFICATE

|                       |   |                      |   |
|-----------------------|---|----------------------|---|
| <b>Project title:</b> | <b>NDPWI EBENDONGES BUILDING &amp; HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS</b> |                      |   |
| <b>Quotation no:</b>  | <b>PEU 63/2023</b>  | <b>Reference no:</b> | [Enter Procurement Plan Number (if applicable)] |

**Date Bid Briefing Meeting:** N/A  
**Time of Bid Briefing Meeting:** N/A

**Venue:** N/A

This is to certify that I, \_\_\_\_\_

representing \_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

|                  |           |      |
|------------------|-----------|------|
|                  |           |      |
| Name of Tenderer | Signature | Date |

|                            |           |      |
|----------------------------|-----------|------|
|                            |           |      |
| Name of DPW Representative | Signature | Date |



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

Tender Number: PEU 63/2023

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  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/<br>Passport<br>number<br>and<br>Citizenship## | Percentage<br>owned | Black  | Indicate if<br>youth                                     | Indicate if<br>woman                                     | Indicate if<br>person with<br>disability                 | Indicate if<br>living in rural /<br>under<br>developed<br>area/township | Indicate if<br>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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

**1. 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, 2022, 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**

|                               |                  |             |
|-------------------------------|------------------|-------------|
|                               |                  |             |
| <b>Name of representative</b> | <b>Signature</b> | <b>Date</b> |

## SPECIAL CONDITIONS OF BID (SCB-1 G&S)

### 1 INTERPRETATION

- 1.1 The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2 The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3 Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

### 2 PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.
- 2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

### 3 GENERAL BID RULES

- 3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
  - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
  - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
  - 3.4.3. no acceptable tender is received;
  - 3.4.4. there is a material irregularity in the tender process; or
  - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
  - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
  - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
  - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The Department will download the following documents, to verify the information submitted by bidders:
  - 3.10.1. CSD registration certificate (if the bidder is registered in the CSD)
  - 3.10.2. CIPC registration





3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

#### **4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS**

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:
  - 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
  - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
  - 4.2.3. Cancel the bid and process

#### **5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE**

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
  - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
  - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
  - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
  - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
  - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

#### **6 BRAND NAMES**

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

#### **7 CONTRACTUAL PRICE ADJUSTMENTS**

- 7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid document.

#### **8 AUTHORITY TO SIGN BID DOCUMENTS**

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the



- entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
- 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
- 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a “ Resolution of the Board of Directors”, if such “, (PA 15.1: Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “ Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

## 9 CONTRACT PERIOD

- 9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

## 10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
- 10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

## 11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

- 11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

## 12 TAX COMPLIANCE

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders’ tax matters must be in order prior to award.
- 12.3 Bidders’ tax matters will be verified through CSD.
- 12.4 If the recommended bidder’s tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

### 13 REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder’s offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder’s offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

### 14 CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which re certified as a “true copy of the original”.
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
  - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders’ whose copies complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

### 15 REQUIREMENTS FOR A VALID BBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A “Sworn Affidavit” must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted “Sworn Affidavit” does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
  - 15.2.1 The “Sworn Affidavit” must not be expired at the closing date.
  - 15.2.2 The BBEE Level Contributor must be indicated (ticked)
  - 15.2.3 The “Sworn Affidavit” must be signed and dated by the bidder (Deponent).
  - 15.2.4 The “Sworn Affidavit” submitted must be signed and stamped by the “Commissioner of Oath”.
  - 15.2.5 The “latest financial year-end” field must not be left blank.
  - 15.2.6 In respect of “Sworn Affidavits” of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.



15.2.7 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

- 15.1 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.2 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

## **16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)**

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
- 16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/certifications.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

## **17 BIDDER’S DISCLOSURE/ BIDDER’S DECLARATION (PA - 11)**

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder’s offer maybe eliminated if the bidder’s declaration is proven false during the bid evaluation process.

## **18 FORM OF OFFER AND ACCEPTANCE**

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted “Form of Offer and Acceptance” and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:

- 18.3.1 The tenderer's offer will not be disqualified.
- 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
- 18.4.1 The tenderer's offer will not be disqualified.
- 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
- 18.5.1 It must be signed by an authorised person of the Bidder;
- 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
- 18.5.3 The date on the form of offer must be completed;
- 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will not be considered further.

## 19 CORRECTION OF ERRORS

- 19.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
- 19.3.1 Seek the necessary clarification from the tenderer and;
- 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

## 20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 20.1 N/A

## 21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

## 22 POINTS FOR SPECIFIC GOALS

- 22.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.
- 22.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 22.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.



## 23 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

| CRITERIA   | SPECIAL CONDITIONS OF BID  |
|--|--|
| a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)   | Copies of the Founding Statement - CK1   |
| b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)]. | Copies of:<br>i. Certificate of Incorporation - CM1;<br>ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or<br>iii. Memorandum of Incorporation in the case of a personal liability company. |
| c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).   | Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).   |
| d) A profit company duly registered as a public company.   | Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.  |
| e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).   | Copies of:<br>i. The Founding Statement - CK1; and<br>ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.  |
| f) A natural person, sole proprietor or a Partnership  | Copy(ies) of the Identity Document(s) of:<br>i. such natural person/ sole proprietor, or each of the Partners to the Partnership.  |
| g) A Trust   | Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.   |

## 24 DISCLAIMER

24.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

24.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

24.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

- End Special Conditions of Bid -  
(Version: Approved 29 August 2023)

## **PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)**

**BID NUMBER: PEU 63/2023**

**BID/ PROJECT DESCRIPTION: NDPWI EBENDONGES BUILDING & HARROWER ROAD WORKSHOPS (PE): APPOINTMENT OF 19 GRADE C SECURITY GUARDS FOR A PERIOD OF FOUR (04) MONTHS**

### **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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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.



5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

## 6. Patent rights

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

## 7. Performance security

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

## 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.



8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### **9. Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### **10. Delivery and documents**

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

10.2. Documents to be submitted by the supplier are specified in SCC.

### **11. Insurance**

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

### **12. Transportation**

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

### **13. Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

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

#### 16. Payment

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

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

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

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

## 17. Prices

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

## 18. Contract amendments

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

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
  - ii) The date of commencement of the restriction
  - iii) The period of the restriction; and
  - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

### 24. Anti-dumping and countervailing duties and rights





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

## 25. Force Majeure

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

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

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

## 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

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

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation Programme (NIPP)**

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

### **34. Prohibition of Restrictive Practices**

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

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

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