



PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	PRE-0423-170860	CLOSING DATE:	05/06/2023	CLOSING TIME:	11H00
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DESCRIPTION	12 MONTHS TERM CONTRACT FOR MAINTENANCE AND REPAIRS FOR ELECTRICAL INSTALLATION AT MINISTERIAL OFFICIALS ACCOMODATION: PRETORIA AND JOHANNESBURG
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

251 NANA SITA STREET
 AVN BUILDING

OR POSTED TO:
 PRIVATE BAG X229
 PRETORIA, 0001

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER		DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	SAGAREN NAIDOO
CONTACT PERSON	EUNICE CHAANE	TELEPHONE NUMBER	083-393-0070
TELEPHONE NUMBER	012-310-5907	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	SAGAREN NAIDOO@DPW.GOV.ZA
E-MAIL ADDRESS	EUNICE CHAANE@DPW.GOV.ZA		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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

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

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

Note Well:

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

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

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

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

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

Quotation description:	12 MONTHS TERM CONTRACT FOR MAINTENANCE AND REPAIRS FOR ELECTRICAL INSTALLATION AT MINISTERIAL OFFICIALS ACCOMODATION:PRETORIA AND JOHANNESBURG
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Quote no:	PRE-0423-170860	Closing date:	05/06/2023
Closing time:	11H00	Validity period:	30 days

1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation.
2	<input checked="" type="checkbox"/>	Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
6	<input checked="" type="checkbox"/>	<i>Registration on Central Supplier Database (CSD)</i>
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
9	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
10	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
11	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

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

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

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

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

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

2. Points scoring system applicable for this bid:

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

Indicate the Price weighting applicable to this bid:

	Weighting percentage (must add up to 100)
Price:	80
Preference points scoring system	20
Total:	100

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

For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
<input type="checkbox"/>	1. An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3. An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4. An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	5. An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or

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

				CIPC (Company Registrations)
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4. COLLECTION OF QUOTATION DOCUMENTS:

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

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

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

- Quotation documents may be collected during working hours on *N/A* at the following address *N/A*
- A **non-compulsory** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at *N/A* on *N/A* starting at *N/A*.

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

DPW Project Leader:	SAGAREN NAIDOO	Telephone no:	
Cell no:	083 393 0070	Fax no:	
E-mail:	SAGAREN NAIDOO@DPW.GOV.ZA		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11H00** on **05/06/2023**.

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

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

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

<p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p>251 NANA SITA STREET,AVN BUILDING,PRETORIA,0001</p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : DEPARTMENT OF PUBLIC WORKS AND INFRASTRURE,PRIVATE BAG X229 PRETORIA,0001</p>	OR	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p>N/A</p>
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SUMMARY

RESPONSIVENESS CRITERIA:

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of (PA-11 and PA-29): Declaration of Interest.
<input checked="" type="checkbox"/>	It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of 1EB or 1 EB PE or higher and satisfy the criteria stated in the Tender Data.
<input checked="" type="checkbox"/>	<i>A valid tax clearance certificate for 2023/202</i>
<input checked="" type="checkbox"/>	<i>A Certified copy of Company Electrical registration with Department of Manpower and Wireman's licence and PSIRA</i>
<input checked="" type="checkbox"/>	<i>Company Registration with Department of Manpower/Labour as and Electrical contracting company</i>
<input checked="" type="checkbox"/>	<i>Current CSD and Security Clearance</i>

The total tender price for this service must include all labour and material and transport required for the proper execution of the work and shall be carried over to the quotation form which must be returned together with this document.

NAME OF COMPANY.....

TENDERER'S SIGNATURE:

ADDRESS

TEL / FAX DATE:



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Project title	COMPLAINT PRE-170680 12 MONTHS TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INSTALLATION A MINISTERIAL ACCOMODATION: PRETORIA AND JOHANNESS BURG		
Bid Number		Reference No. PRE-170680	ISSUE DATE:
Contact Person	S. Naidoo	012-3105991/ 0833930070	CLOSING DATE:
			Quotation box: Outside room GO14

12 MONTHS TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF ELECTRICAL INSTALLATION AT MINISTERIAL ACCOMODATION : PRETORIA AND JOHANNESBURG

PRE170860

SCHEDULE ONE (1) SCHEDULED MATERIAL

THE DEPARTMENTS STANDARD ELECTRICAL AND QUALITY SPECIFICATIONS FOR MATERIALS AND EQUIPMENT FOR ELECTRICAL INSTALLATIONS WILL BE MADE AVAILABLE ON DEMAND AND TO THE SUCCESSFUL BIDDER

ALL MATERIALS ARE TO BE OFF SOUTH AFRICAN MANUFACTURE AND SABS APPROVED. PROOF OF MATERIALS SOURCED TO BE ATTACHED TO THIS TENDER.

ITEM	DESCRIPTION	UNIT PRICE	QTY	RATE FOR 1ST YEAR	TOTAL RATE
1: PVC CONDUIT AND SLEEVING (inclusive of all required fixings)					
Supply complete with all required fixings (elbows, couplers, etc.) on surface per / length					
1.1	20mm dia				
a.	PVC on surface	p/m		R	R
b.	Round self locating lid PVC	ea		R	R
c.	20mm 1 way PVC round box	ea		R	R
d.	20mm 2 way PVC round box	ea		R	R
e.	20mm 3 way PVC round box	ea		R	R
f.	20mm 4 way PVC round box	ea		R	R
g.	20mm inspection tee	ea		R	R
h.	20mm elbow	ea		R	R
i.	20mm inspection bend	ea		R	R
j.	20mm bend (long)	ea		R	R
k.	20mm male adaptor	ea		R	R
l.	20mm female adaptor	ea		R	R
m.	20mm hospital saddles	ea		R	R
n.	20mm PVC couplings	ea		R	R
o.	20mm strap saddles	ea		R	R
p.	4x2 weatherproof boxes	ea		R	R
q.	4x4 weatherproof boxes	ea		R	R
1.2	25mm dia				
a.	PVC on surface	p/m		R	R
b.	Round self locating lid PVC	ea		R	R
c.	20mm 1 way PVC round box	ea		R	R
d.	20mm 2 way PVC round box	ea		R	R
e.	20mm 3 way PVC round box	ea		R	R
f.	20mm 4 way PVC round box	ea		R	R
g.	20mm inspection tee	ea		R	R
h.	20mm elbow	ea		R	R
i.	20mm inspection bend	ea		R	R
j.	20mm bend (long)	ea		R	R
k.	20mm male adaptor	ea		R	R
l.	20mm female adaptor	ea		R	R
m.	20mm hospital saddles	ea		R	R
n.	20mm PVC couplings	ea		R	R
o.	20mm strap saddles	ea		R	R
p.	4x2 weatherproof boxes	ea		R	R
q.	4x4 weatherproof boxes	ea		R	R

2: WIRING CHANNELS AND TRUNKING

2.1	Supply complete with cover and accessories (elbows, splices, etc.) on surface							
a.	16x16mm				p/m			R
b.	16x25mm				p/m			R
c.	16x40mm				p/m			R
d.	25x40mm				p/m			R

3: WIRING

3.1	Supply: Stranded copper, PVC covered wire per metre inclusive of all ancillary equipment, tools and consumables							
a.	1.5mm ²				per / metre	1		R
b.	2.5mm ²					1		R
c.	4mm ²					1		R
d.	6mm ²					1		R
e.	10mm ²					1		R
f.	16mm ²					1		R
g.	25mm ²					1		R

3.2 Supply silicon insulated wire per metre

a.	2.5mm ²				per / metre	1		R
b.	4.0mm ²					1		R

4: CABLES

4.1	Supply cable underground PVC SWA PVC with ECC installed (Cu conductors) excluding trenching, but including all terminations and glands.							
a.	2 core 1.5mm ²				per / metre	1		R
b.	2 core 2.5mm ²					1		R
c.	2 core 6mm ²					1		R
d.	2 core 10mm ²					1		R
e.	4 Core 10mm ²					1		R
f.	4 core 16mm ²					1		R
g.	4 core 25mm ²					1		R

4.2 Supply surface screened PVC cable round stranded inclusive of glands

a.	1.5mm ² 2 Core				per / metre	1		R
b.	2.5mm ² 2 Core					1		R
c.	4mm ² 2 Core					1		R
d.	1.5mm ² 3 Core					1		R
e.	2.5mm ² 3 Core					1		R
f.	4.0mm ² 3 Core					1		R
g.	6.0mm ² 3 Core					1		R
h.	10mm ² 2 Core					1		R
i.	10mm ² 3 Core					1		R
j.	16mm ² 3 Core					1		R
k.	2.5mm ² gland					ea		R
l.	4.0mm ² gland					ea		R
m.	6.0mm ² gland					ea		R
n.	10.0mm ² gland					ea		R
o.	16.0mm ² gland					ea		R

5: CABLE ACCESSORIES			
Cable terminations: Making off cable ends for copper core, PVC SWA PVC with ECC cables, including Prately or CCG glands.			
5.1	per / metre		
a.	3 core 1.5mm ²	1	R
b.	3 core 2.5mm ²	1	R
c.	2 core 6mm ²	1	R
d.	2 core 10mm ²	1	R
e.	4 core 16mm ²	1	R
f.	4 core 10mm ²		
g.			
5.2 Supply cable joints: Cutting and joint of copper core, PVC SWA PVC with ECC cables, including Scotchcast or equal joint: Price per joint			
	per / unit		
a.	3 core 1.5mm ²	1	R
b.	3 core 2.5mm ²	1	R
c.	2 core 6mm ²	1	R
d.	2 core 10mm ²	1	R
e.	4 core 16mm ²	1	R
6: TRENCHING			
6.1	per / metre		
Cable trenching 300mm wide and 700mm deep (including backfilling and compaction) When –			
a.	The trench is in earth	1	R
b.	The trench is in soft rock	1	R
c.	The trench is in hard rock	1	R
EARTH			
Shall mean ground that can be removed by hand shovel and includes loose gravel, clay, made-up ground, loose or soft shale, loose oukrip and boulders less than 75mm in diameter.			
SOFT ROCK			
Shall mean rock that can be loosened by hand pick and includes hard shale, compact oukrip and boulder from 75mm diameter up to 300mm diameter.			
HARD ROCK			
Shall mean granite, quartzitic, sandstone, slate and rock of similar or greater hardness, solid shale and boulders over 300mm in diameter.			

7: LIGHT SWITCHES			
7.1	Supply daylight switch 10A (equal to National type)	per / unit	R
a.	15 Amp Fixed type including mounting bracket	1	R
7.2 Supply flush mounted switch 16A complete with cover plate, type: Clipsal flush mounting (standard range)			
a.	One lever one way	1	R
b.	One lever two way	1	R
c.	Intermediate	1	R
d.	Two lever	1	R
e.	Three Lever	1	R
f.	50 x 100mm blank cover	1	R
g.	100 x 100mm blank cover	1	R
h.	16A waterlight switch	1	R
i.	16A 2 Way waterlight switch	1	R
j.	16A 50 x 100mm electronic dimmer for LED lights	1	R
k.	16A 50 x 100mm electronic dimmer	1	R
l.	16A 100 X 100mm electronic dimmer	1	R
m.	16A 100 X 100mm electronic dimmer for LED lights	1	R
8: SOCKET OUTLETS			
Supply 3-pin 16A metal switch and socket combination complete with cover plate, type: Clipsal flush mounting (standard range)			
8.1	per / unit		
a.	Single outlet 100 x 50-flush mounting	1	R
b.	Single outlet 100 x 100-flush mounting	1	R
c.	Dual outlet 100 x 100-flush mounting	1	R
d.	100x100mm 1x 16A + 1 x 2 pin 5A	1	R
e.	100X100mm 1x 16A + 2 USB	1	R
f.	100X100 mm blank	1	R
g.	100x 50mm blank	1	R
h.	IP65 Waterlight /weatherproof 16A outlet	1	R
8.2 Supply flush mounting, Dedicated switch sockets outlets (standard range)			
	per / unit		
a.	Single outlet 100 x 50-dedicated switch sockets	1	R
b.	Single outlet 100 x 100-dedicated switched sockets	1	R
c.	Dual outlet 100 x 100- dedicated switched sockets	1	R
9: BOXES			
9.1	Supply extension boxes		
a.	100 x 50mm	1	R
b.	100 x 100mm	1	R
10: ISOLATORS			
Supply Clipsal, Crabtree or Leyrand 2.5ka Isolators - Range CB type without enclosures			
10.1	Double pole		
	per / unit		
a.	32A - 2.5KA	1	R
b.	63A - 2.5KA	1	R
10.2 Triple pole			
	per / unit		
a.	32A - 2.5KA	1	R
b.	63A - 2.5KA	1	R
c.	100A - 2.5KA	1	R
d.	63A - 5KA		

11: CIRCUIT - BREAKERS

Supply Type CBI or M&G					
11.1	Single pole (2.5kA)				
a.	CBI, QA-1: 6-32A	1	R		
b.	CBI, QA-1: 40-63A	1	R		
c.	CBI, QA-1: 60-100A				
11.2	Double pole (2.5kA)				
	per / unit				
a.	CBI, QA-1: 6-32A	1	R		
b.	CBI, QA-1: 40-63A	1	R		
c.	CBI, QA-1: 60-100A				
11.3	Triple pole (2.5kA)				
	per / unit				
a.	CBI, QA-1: 6-32A	1	R		
b.	CBI, QA-1: 40-63A	1	R		
c.	CBI, QA-1: 40-63A	1	R		
11.4	Geiser Circuit breaker / Isolator Combination (2.5kA)				
a.	20 A Standard	1	R		
11.5	Earth Leakage Circuit Breakers With overload protection (2.5kA)				
	per / unit				
a.	SA 15 A single pole + N (Samite) 15-60A	1	R		
b.	SA 36 A triple pole + N (Samite) 15-60A	1	R		
11.6	Safety Blank- installed				
a.	For covering spare MCB spaces	1	R		
b.	Blanking plate per module (DN)	1	R		

12: LIGHT FITTINGS

Supply complete fitting including lamias / tubes and control gear :			
Complete bowl fitting with porcelain gallely.			
	per / unit		R
a.	150mm dia glass	1	R
b.	160mm dia glass	1	R
c.	160mm dia polycarbonate	1	R
d.	160mm dia polycarbonate	1	R
Round Bulkhead fitting with white reflector and clear square acrylic diffusers including Vossloh - Schwabe, Tridonic or Philips, electronic control gear and lamps (SABS 1454, 1277 etc) outdoor fittings to be IP65. All fittings to be of South African Manufacture.			
Certification to be provided with this tender.			
per / unit			
a.	Round Bulkheads with 100W ES lamp equal and similar to Beta 71100/INT or Iacon B10 and SABS approved	1	R
b.	Round Bulkheads with 75W lamps equal and similar to Beta 71200/Iacon B10 and SABS approved	1	R
c.	SABS approved 11W bulkhead fitting	1	R
d.	SABS approved 18W bulkhead fitting	1	R
e.	SABS approved 2X PL9W bulkhead fitting	1	R
f.	Light fitting for swimming pools	1	R
g.	4 lamp bathroom heat unit	1	R
Fluorescent fittings complete with tubes Commercial Type with telescopic lampholders, ECG (SABS 1464 etc) including Osram, Vossloh - Schwab, Tridonic or Philips, electronic control gear and lamps. Certification to be provided with this tender.			
per / unit			
a.	SABS approved 1 200mm 2 tube switch start 36W	2 x	R
b.	SABS approved 1 200mm 1 tube switch start 36W	1 x	R
c.	SABS approved 1 500mm 1 tube switch start 59W	1 x	R
d.	SABS approved 1 500mm 2 tube switch start 59W	2 x	R
e.	SABS approved 600mm 20W Diffuser - 1800 Lumens	1	R
f.	SABS approved 1200mm 40W Diffuser - 3600 Lumens	1	R
g.	SABS approved 1500mm 60W Diffuser - 4500 Lumens	1	R

12.4	Commercial Type with telescopic lampholders, emergency fitting including Osram, Vossloh - Schwab, Tridonic or Philips, electronic control gear, emergency power unit and lamps. SABS certification to be provided with this tender.							
a.	SABS approved 1.5/0m 2 tube switch start 2 x 36W 50% For 1 Hour Duration	per / unit	1	R				R
12.5	Decorative Type recessed fitting with prismatic diffusers including Osram, Vossloh - Schwab, Tridonic or Philips, electronic control gear and lamps. SABS certification to be provided with this tender							
a.	SABS approved 336 CI P ECG 1200 X 600 3 x 36W	per / unit	1	R				R
12.6	Decorative Type recessed double parabolic fitting including Osram, Vossloh - Schwab, Tridonic or Philips, electronic control gear and lamps. SABS certification to be provided with this tender							
a.	SABS approved 336 CI DP ECG 1200 X 600 3 x 36W	per / unit	1	K				R
12.7	Decorative Type recessed emergency fitting with prismatic diffusers including Osram, Vossloh- Schwab, Tridonic or Philips, electronic control gear, emergency power unit and lamps. SABS certification to be provided with this tender							
a.	SABS approved 336 CI P EMERGENCY ECG 1200 X 600 3 x 36W 50% For 1 Hour Duration	per / unit	1	K				R
12.8	Decorative Type recessed double parabolic emergency fitting including Osram, Vossloh-Schwab, Tridonic or Philips, electronic control gear, emergency power unit and lamps. SABS certification to be provided with this tender							
a.	SABS approved 336 CI DP EMERGENCY ECG 1200 X 600 3 x 36W 50% For 1 Hour Duration	per / unit	1	K				R

12.9		Dust / Moisture Proof IP 65 . SABS certification to be provided with this tender		per / unit		R	
a.	SABS approved VP 238 ECG - 1200mm	1		R			R
b.	SABS approved VP 266 ECG - 1500mm	1		R			R
c.	SABS approved VFA 40W LED - 4400 Lumens	1		R			R
d.	SABS approved VFA 58W LED - 6600 Lumens	1		R			R
e.	SABS approved VFP 40W LED - 3600 Lumens	1		R			R
f.	SABS approved VFP 60W LED - 5600 Lumens	1		R			R
12.10		Floodlights Class 1- complete with lamps, control gear, including installation but excluding mounting poles (IP65) SABS 1464, 1279. SABS certification to be provided with this tender		per / unit			
a.	SABS approved 2 X PL20W	1		R			R
b.	SABS approved 70W MH	1		R			R
c.	SABS approved LED Mid 55W - 8000 Lumens	1		R			R
d.	SABS approved LED Max 188W - 20000 Lumens	1		R			R
e.	SABS approved 150W MH	1		R			R
f.	SABS approved 250W MH	1		R			R
g.	SABS approved 400W MH	1		R			R
h.	SABS approved 10W LED - 1100 Lumens	1		R			R
i.	SABS approved 20W LED - 2350 Lumens	1		R			R
j.	SABS approved 30W LED - 3400 Lumens	1		R			R
k.	SABS approved 50W LED - 5150 Lumens	1		R			R
l.	SABS approved 100W LED - 13000 Lumens	1		R			R
m.	SABS approved 150W LED - 19500 Lumens	1		R			R
n.	SABS approved 200W LED - 26000 Lumens	1		R			R
o.	SABS approved 40W LED - 600 x 600 Panel	1		R			R
p.	SABS approved 65W LED - 7200 x 600 Panel	1		R			R

16: LAMPS- SABS APPROVED LAMPS- SABS certification to be provided with this tender

16.1	Supply: Energy saving lamps	per / unit				
a.	PL - 9W type Osram	1	R			R
b.	PL - 18W type Osram	1	R			R
c.	PL - 26W type Osram	1	R			R
d.	2D - 16W type GE	1	R			R
e.	2D - 20W type GE	1	R			R
16.2	Supply: Mercury Vapour lamps					
a.	800W	1	R			R
b.	125W	1	R			R
c.	250W	1	R			R
d.	400W	1	R			R
16.3	Supply: Lampholders					
a.	Single pin telescopic	1	R			R
b.	Bi - pin telescopic	1	R			R
c.	Single pin rotalock	1	R			R
d.	Bi - pin rotalock	1	R			R
16.4	Candle type LED 230V 5.5W 5000K					
a.	E14	1	R			R
b.	E27	1	R			R
16.5	Golf Ball type LED 230V 5.5 W 5000K					
a.	E14	1	R			R
b.	E27	1	R			R
16.6	Transformers and Drivers					
a.	3W LED Driver	1	R			R
b.	30W LED Power supply	1	R			R
c.	15W LED Power supply	1	R			R
d.	100W Waterproof LED Power supply	1	R			R
16.7	Compact Fluorescent Lamps 2 Pin Single core/Radiant/230V					
a.	G23: 5W	1	R			R
b.	G23: 7W	1	R			R
c.	G23: 9W	1	R			R
d.	G23: 11W	1	R			R
16.8	Compact Fluorescent Lamps 2 Pin Double core/Radiant/230V					
a.	G24d1:10W	1	R			R
b.	G24d1:13W	1	R			R
c.	G24d2:18W	1	R			R
d.	G24d3:26	1	R			R

DOMESTIC APPLIANCES
29 ELECTRIC GEYSERS

		per / unit			
29.1	Supply.				
a.	Supply and adjust thermostat switch to 65°C	1	R		R
b.	Supply and adjust thermostat switch with dial 50-190°C	1	R		R
c.	Supply and adjust thermostat switch with dial 50-250°C	1	R		R
d.	Supply 2kW immersion type element	1	R		R
e.	Supply 3kW immersion type element	1	R		R
f.	Supply 2kW domestic type element	1	R		R
g.	Supply 3kW domestic type element	1	R		R

30: MISCELLANEOUS

		per / unit			
30.1	Supply contactors Single phase with 220V coil				
a.	30A	1	R		R
b.	60A	1	R		R
c.	BF 25 12.5kW	1	R		R

		per / unit			
30.2	These phase with 380V coil				
a.	30A	1	R		R
b.	60 A	1	R		R
c.	BF 25	1	R		R

		per / unit			
30.3	Inspect and report				
a.	Inspect and report back	1	R		R

	Hiring				
a.	H frame scaffolding per metre per day .	1	R		R
b.	Cherry pick up to 15m in height	1	R		R
c.	HV cable fault finding specialist("Thumper")	1	R		R

REPAIRS TO INSTALLATION

Supply and installation of equipment for repairs or replacement to existing installations.

31: DISTRIBUTION BOARDS AND KIOSKS

31.1 Supply indoor distribution boards with hinged door excluding equipment. Equivalent to Switchboard Manufacturers

	per / unit		
a.	8-way surface mounted	1	R
b.	12-way surface mounted	1	R
c.	16-way surface mounted	1	R
d.	24-way surface mounted	1	R

31.2 Supply indoor distribution boards with hinged door excluding equipment equivalent to Switchboard Manufacturers. 3-phase 3-ler with incoming breaker 30-100A side panel surface-mounted

	per / unit		
a.	19 way	1	R
b.	24 way	1	R
c.		1	R
d.	36 way	1	R
e.	Labeling of distribution and circuits	1	R

31.3 Private meters

- a CBI digital Electricity meter fully installed in lockable enclosure including termination of cables
- b Monthly meter reading, Recording and submission to Department
- c CBI digital Prepaid Electricity meter fully installed in lockable enclosure including termination of cables

32: EARTHING

20.1 Strapping of 4mm² stranded wire connection, not exceeding 300mm, including lugs and screws

	per / unit		
	Earthing and bonding of pipes	1	R
	Copper electroplated steel rod unthreaded 1.2m	1	R
	Copper electroplated steel rod threaded 1.2m	1	R
	Steel drill tip for threaded and non threaded rods	1	R
	Perforated copper bonding strip	1	R
	Brass couplings for threaded copper plated earth rods	1	R
	Earth rod cable clamp brass	1	R

33: POWERSKIRTING			
33.1	Supply Compartment - cover PVC powerskirting in standard colour white / grey, Straight run including cover	per / length	R
a.	Type Bufoct (Jupiter)	1	R
	33.2 Bends		
a.	Type Bufoct (Jupiter)	1	R
	33.3 Ends		
a.	Type Bufoct (Jupiter)	1	R
	33.4 Normal switch socket outlets for powerskirting		
a.	Type Bufoct (Jupiter)	1	R
	33.5 Dedicated switch socket outlets for powerskirting		
a.	Type Bufoct (Jupiter)	1	R
	33.6 Telephone socket outlets for powerskirting		
a.	Type Bufoct (Jupiter)	1	R
	33.7 Data (IT) socket outlets for powerskirting		
ELECTRIC FENCING			
a.	Clearance of fence of debris and vegetation	p/cum	R
b.	Fence posts	ea	R
c.	Earth Spike	ea	R
d.	Earth and polarity testing	ea	R
e.	Battery 12V SLA 7.2AH	ea	R
f.	12V power supply	ea	R
g.	Certificate of Compliance	ea	R
h.	Surge suppressors	ea	R
i.	Fuses	ea	R
k.	Tensioners	ea	R
l.	Sitting Hook large tail	ea	R
m.	Surfina Comp	ea	R
n.	Braided wire strands	p/m	R
o.	Gate contacts	ea	R
p.	06mm ferrules	ea	R
q.	Crimus	ea	R
r.	Joint slams	ea	R
s.	Warning signs- installed	ea	R
t.	Pilot lights	ea	R
u.	Merlin Energizer 8J Stealth	ea	R
v.	JVA 214 Energiser	ea	R
w.	Cable HT Slimline Black	p/m	R
x.	Sound devices-siren	ea	R
y.	Sherlo ZCH Code hooping	ea	R
z.	Sherlo ZCH Code 2 button hooping	ea	R
aa.	Bobbins	ea	R
38: CERTIFICATE OF COMPLIANCE			
a.	Testing of installation and issue of a full Compliance certificate in accordance with OHS Act and SANS 10142 Code of Practice for Electrical Installations.	1	R
b.	Testing of installation and issue of a full Compliance certificate in accordance with OHS Act and SANS 10142 Code of Practice for Electrical Installations.	1	R
SCHEDULE ONE (1) TOTAL CARRIED TO SUMMARY PAGE			
			R

SCHEDULE TWO (2) NON SCHEDULED MATERIAL AND LABOUR RATES FOR THE DURATION OF THE CONTRACT.

ITEM	DESCRIPTION	UNIT PRICE	QTY	RATE FOR 1ST YEAR
39: MATERIAL				
MATERIAL: MARK - UP ON ALLOWANCE FOR NON-SCHEDULE MATERIAL CALCULATED AT 15%				
39.1			1	15%
				15%
40: LABOUR				
40.1 LABOUR: NORMAL WORKING HOURS				
		per / hour		
40.1.1	Skilled Artisan		1	R
40.1.2	General Assistance		1	R
40.2 LABOUR: OVERTIME, SUNDAY AND PUBLIC HOLIDAYS				
		per / hour		
40.2.1	Skilled Artisan		1	R
40.2.2	General Assistance		1	R

SCHEDULE TWO (2) TOTAL CARRIED TO SUMMARY PAGE

SCHEDULE THREE (3) TRANSPORT INSIDE CORE AREA FOR THE DURATION OF THE CONTRACT.

ITEM	DESCRIPTION	UNIT PRICE	QTY	RATE FOR 1ST YEAR
41: TRANSPORT				
		per / km		
41.1	Transport for travelling inside core define area limited to 30km return trip (Core define area is the District, outside this area the cost is on the contractor.)		1	

SCHEDULE THREE (3) TOTAL CARRIED TO SUMMARY PAGE

SUMMARY PAGE

1.	Total brought forward from Schedule One (1)	R
2.	Total brought forward from Schedule Two (2) for non-schedule material	R
3.	Total brought forward from Schedule Two (2)	R
4.	Total brought forward from Schedule Three (3)	R
SCHEDULE THREE (3) TOTAL CARRIED TO SUMMARY PAGE		
	SUB TOTAL	R
	VAT	R
	TOTAL CARRIED FORWARD TO TENDER FORM DPW-07(EC)	R

TOTAL IN WORDS:



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**NATIONAL DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE: PRESTIGE**
**12 MONTHS SERVICNG, MAINTENANCE AND REPAIRS OF
ELECTRICAL INSTALLATION PRESTIGE OFFICIAL
ACCOMODATION IN PRETORIA AND JOHANESSBURG**

ACKNOWLEDGEMENT OF THE CONTENTS OF THIS PAGE BY CONTRACTOR.
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NOTES TO BIDDERS
FOR
PREVENTATIVE MAINTENANCE AND REPAIRS FOR ELECTRICAL
INSTALLATION AT PRESTIGE OFFICIAL ACCOMODATION IN PRETORIA
AND JOHANESSBURG

A. PROSPECTIVE TENDERERS ARE REMINDED TO ACQUAINT THEMSELVES FULLY WITH THE CONTENTS OF THIS DOCUMENTATION BEFORE COMPLETING ANY DETAILS.

B. THIS DOCUMENT WILL BE REFERRED TO AS A “TENDER” FOR EASY UNDERSTANDING.

C. SITE INSPECTION BY BIDDERS

Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.

1. This tender is subject to the conditions of ST 36 (General Conditions and Procedures) and further as stipulated hereunder. Tenderers are required to fully acquaint themselves with the contents thereof. Copies of ST 36 may be obtained from The Government Printer, Private Bag X84, Pretoria, 0001, or the Regional Office of the Department of Public Works, Pretoria.

2. Estimated quantities are given but no guarantee can be given as to the quantities that will be ordered from contractors.

3. PRICES

3.1 Value Added Tax (VAT)

The tender price shall include value added tax (VAT). All rates, provisional sums, etc. in this tender document must be NETT with VAT calculated and added to the total thereof in the summary and thereafter carried to the final cost form

3.2. All prices quoted by the Tenderer for items in this document must make provision for additional costs, if any, that may occur as a result of these clauses and as well as for the supply of all scaffolding and normal plant, electrical testing equipment and instruments, labour and transport costs and everything necessary for the proper performance of the work.

ACKNOWLEDGEMENT OF THE CONTENTS OF THIS PAGE BY CONTRACTOR.

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SIGNATURE:

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4. **THE TENDER**

The Tenderer shall, before submitting his tender, check the pages of this document and if any doubt exists as to the full intent or meaning of any descriptions, or this document contains any obvious errors, the Tenderer shall obtain a directive in writing from the Department before the closing date of the Tender.

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

THIS TENDER MUST BE COMPLETED IN FULL, EACH PAGE MUST BE INITIALED AND THE PRICE SCHEDULE SIGNED. THE COMPLETE DOCUMENT MUST BE HANDED IN WITH THE TENDER.

5. **DOCUMENTS**

The following documents shall be read in conjunction with this Tender:-

- (i) State Tender Board General Conditions and Procedures (ST 36).
- (ii) The South African Bureau of Standards "Code of Practice", S A B S 0142 [Latest edition].
- (iii) The Occupational Health and Safety Act of 1993. [Act No. 85 of 1993].
- (iv) Municipal By-laws and fire regulations and any special requirements of local Authority.
- (v) The Machinery and Occupational Safety Act No 3 and 6 of 1993, as amended.
- (vi) The Department of Public Works Standard Specification for Electrical Installation.

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

5.1 **SURETY**

No surety is required for this tender.

6. **PROVISIONAL QUANTITIES**

All quantities are fixed rated for a period of 12 months.

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7. **CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

This tender will be valid from Date of Order Number for **12 months**. [If the order is written out before the 15th of the month, then the contract must start that month. If the order is written out after the 15th of the month, then the contract must start on the 1st of the next month.]

If a Programmed Repair project starts at an Institution and the Electrical covered in the RAMP, THEN THIS CONTRACT STOPS WITHIN 14 DAYS NOTICE.

National Department of Public Works will not be liable or obligated financially to the Contractor due to loss of work.

8. **CONTRACTORS ABILITY**

Tenderers are to note, that the Electrical installation to be serviced, maintained/repared under this contract are all of the utmost strategic importance to the department and full proof of the tenderer's ability to satisfactorily perform the specified service will be required. To this end, tenderer's premises will be inspected for plant, equipment and general good management before tenders are awarded.

Tenderers will be required to satisfy the department of their ability to obtain parts without delay for repairs to the Electrical installation.

Tenderers will satisfy the Department that ;

(a) Their artisans /technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.

(b) Their technicians doing the startup services are fully qualified electricians and have knowledge of H.V. and L.V switching in order to test the sets on load.

(c) Their technicians have knowledge of electronics and the operations sequence of automatic panels as well as the protection interlocks on the alternators. Drawings of the circuits are not available.

(d) Their technicians are fully conversant with the working of various diesel motors as well as protection devices and able to carry out minor repairs on site.

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(e) They will use competent trained staff directly employed and supervised by themselves and shall take all necessary steps to maintain the installations and keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.

NOTE

It will be expected of the successful tenderer to submit all Technicians/Artisans certificates of qualification and apprenticeship contracts for evaluation by this Department. A statement of experience gained and on what type of equipment, shall be submitted for each Technician/Artisan employed. Non compliance of this clause can lead to the disqualification of the tender.

9. SCOPE OF CONTRACT

This contract covers the servicing, maintenance, repairs, testing, adjusting, reporting on and cleaning of the entire Electrical installation at Prestige Official Accommodation in Pretoria : Bryntirion Estates

It is a specific condition of the contract that all new work or additions of any nature whatsoever are excluded. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and Renovations, Pilot Projects and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

Work undertaken under this tender consists primarily of the servicing/maintenance of the entire Electrical installation , including all panels, batteries and ancillary equipment, all as described in this tender document and the various Checklists as appended. The contractor must supply, at his own cost, all expendable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of maintenance, servicing and repair work. No claims for consumables shall be accepted.

Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. *Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services.*

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

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

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10. UNCERTAINTY ABOUT SCOPE OF WORK

Should the Contractor be uncertain about the Scope of Work to be executed under this Contract, the Department shall immediately be requested in writing to clarify any discrepancies that may exist before the closing date of this Tender. No claims whatsoever in this regard will be entertained after the Contract has been awarded.

11. OFFICIAL ORDER FOR REPAIRS

- (a) Official Order Numbers for services will be issued to the Contractor for the service after execution of the service.
- (b) A separate order number will be issued for repairs (which excludes minor repairs as mentioned in clause 9)
- (c) Instructions for repairs may only be issued to Contractors by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing. If the Contractor has facsimile facilities, the Order Form shall be faxed to him. It is, however, expected of him to respond to telephonic requests for services. However, he must obtain the official Complaint form for the services requested, as soon as possible.
- (d) No payments shall be made for work executed without the necessary written authority [Order Form].
- (e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.
- (f) Special arrangements are applicable for emergency services which are stipulated in Clause 13.

12. EXECUTION OF MAINTENANCE AND REPAIRS

All equipment shall be serviced and maintained as requested by the Department of Public Works, It shall be required from the contractor to do a pre-arranged repair work to the The contractor shall submit a detailed job description and cost breakdown for all repair work required to the equipment.

In the event of any scheduled repair work becoming necessary, the contractor shall furnish the regional representative with a detailed cost breakdown, stating the duration required and probable timing of the repairs.

Repairs shall be scheduled in order to coincide with the next monthly or quarterly service wherever possible. Scheduled repairs at any other time than the monthly or quarterly service shall only be allowed where possible failure of the equipment or damage to equipment may occur before the next scheduled service. The contractor shall clearly identify these items on his report together with a recommendation as to when such repairs must be effected.

Note

In the event of a machine having to be removed to a workshop for a major repair, the contractor must provide a equally rated loan set or sets at a cost to be negotiated for the duration of the repairs.

Scheduled repairs shall be carried out promptly and within the stated frame, and should any delay occur, the regional representative shall immediately be advised of the reason for and possible duration of the delay.

On repaired items, an unconditional guarantee of 90 calendar days shall be required and on new items an unconditional 365 calendar days guarantee.

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Regional Representative for further instructions and/or authority to proceed.

13. EMERGENCY SERVICES

The successful Contractor shall be required to provide a 24 hour -365 day per year stand-by services so as to attend immediately to any break-downs and/or other emergencies that may occur. The Contractor shall have suitably qualified staff and proper equipped and operating vehicles available at all times.

In the event of an emergency call out, such as a loss of power to a portion of an institution or building, or a total power failure, also attributable to a supply authority power failure, the contractor shall respond within 5(five) hours after such a call out was made. Failure to respond will result in the Contractor being liable for any damages following the non attending to the call-out and / or alternative arrangements being made. This may include the calling of an additional Contractor. The Contractor shall be held responsible for any cost incurring in arranging such action, including the additional Contractors fee.

Services after hours may be executed without receipt of an official complaint number and solely at the request of an official of the Department. The Contractor

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must, however, ensure that an official of the User Department signs the Job Card. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number, duly completed and signed on the job card.

14. CHECK LIST JOB CARDS

The Contractor must follow check list in accordance with the example included herein. The Contractor is requested to state the name / number of the building on the check list job card.

The check list must be completed legibly in ink after completion of each service. In addition to the original completed check list submitted with the account, the contractor must submit a copy of the check list to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

15. TARIFFS (UNIT RATES)

Each item as listed in this Tender Document must be priced. "No cost" or unfair and unreasonable tariff shall not be accepted and may lead to disqualification of the tender.

This is a lump sum contract and therefore tariffs and prices are to be totalled and carried over to the final cost Form

16. NON-SCHEDULED REPAIRS: LIMITED TO 15% OF THE JOB UNLESS PRIOR APPROVAL OBTAINED

Non-scheduled repairs emanating from scheduled repairs may be executed only on the instruction of this Department. Under no circumstances whatsoever will Client Departments be allowed to put work in hand requiring non-scheduled items.

Contractors shall submit certified copies of suppliers' tax invoices, attached to their accounts in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. Descriptions like "1 x motor" or "1 x fan" is not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial no., size, capacity, etc. shall be listed on the account. The total discount price on non-scheduled materials before adding VAT will be credited to this Department.

The percentage mark up on non-scheduled materials claimed by the Contractor shall be as priced. Mark up will not be allowed on labour, transport cost and scheduled items.

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NOTE

SHOULD THE CONTRACTOR'S PRICE FOR MATERIAL/NEW PARTS BE ABNORMALLY HIGH, THE DEPARTMENT RESERVES THE RIGHT TO OBTAIN WRITTEN QUOTATIONS FOR SUCH MATERIAL/NEW PARTS FROM ANOTHER INDEPENDENT SUPPLIER AND ADJUST THE CONTRACTOR'S PRICE ACCORDINGLY.

17. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. The total discount obtained from the supplier shall be credited to the department. The percentage mark-up shall then be calculated on the total discount price excluding VAT.

18. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit (see clause 46 of ST

19. ACCOUNTS

Accounts for services rendered, must be accompanied by a Job Card for each separate building or service. The unit rates for items on the Job Card must be cross referenced with the applicable rates for similar items in the Tender Document by means of the page and item numbers e.g. 12/25 (page 12, Item 25).

20. GUARANTEE

The guarantee period for any work executed shall be 3 months. Should the contractor install any replacement equipment which offers a manufacturers guarantee in excess of the 3 months referred to above, he shall be responsible for liaison with the manufacturer/supplier for the repair/replacement thereof [in the event of faulty equipment] at no extra cost to the state.

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21. TRANSPORT AND LABOUR COSTS

- (a) Transport costs and travelling time for repairs/servicing as reflected in Schedule 1 shall be included in the tariffs/rates. (Which shall be inclusive of travelling time for artisans, assistants and driver, as well as overheads and profit).
- (b) Transport cost and travelling time on non-scheduled repair work shall be calculated and added separately.
- (c) Labour rates shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit.

22. PAYMENT

Accounts can be submitted to the Department, upon completion of the service/repair. Payment of accounts complying with all the requirements of clause 19 will be made within 21 days of date of statement.

23. TRAINED STAFF

At all times for the duration of the contract, the work shall be carried out under the supervision of a qualified, skilled and competent tradesman and representative of the Contractor.

The standard and quality of workmanship for the servicing/repairs shall be to the best standard practice of the industry and shall be such as not to let the installation deteriorate to an unacceptable condition.

Servicing/repair work and call-outs at all times be done by suitable qualified and trained staff and under no circumstances may untrained workers be left alone on site without proper supervision of trained staff.

It will be the responsibility of the successful Tenderer to ensure that all Emergency Standby Generators, maintain the condition required for the full period of this maintenance, service and repairs Contract.

24. MANAGEMENT

The Contractor undertakes to

- (a) Arrange with the member in charge regarding access to the complex in order to execute the required service.
- (b) Take adequate precautions to prevent damage to buildings, fittings computers, and furnishings and other valuable equipment within the complex.
- (c) Accept liability and to indemnify the State against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, [Act No. 30 of 1966] and any amendments thereof.
- (e) Comply with all By-laws and requirements of the local authority.
- (f) Comply with the local Fire Officer's regulations.
- (g) Provide a registered Installation Electrician or a Master Installation Electrician and personnel in terms of the appropriate statutory Act to carry out any emergency repair work on a 24-hour basis including weekends and public holidays.

25. MATERIAL OF EQUAL QUALITY

Only original spares, as supplied and recommended by the manufacturer/supplier of the equipment installed on site, shall be used. Under no circumstances shall pirate parts be used or parts modified to effect repairs. Where original spares are no longer available, it shall be brought to the attention of the department, together with a proposal for the replacement or modification of the item to ensure continued serviceability.

The contractor shall supply to the department the suppliers or factory guarantee of repaired or replaced components together with the serial numbers of original and new components which shall be entered on the job card and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least **12 months**.

Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the S A B S mark of approval. If such equivalent component is not available, then the

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alternative component must be approved by the Technical representative of the Department of Public Works prior to installation.

26. REDUNDANT MATERIAL (Rubbish and Waste)

All redundant material and parts shall remain the property of the government and shall be left on site and stored by the person in charge of the property against the job card as a receipt. A copy of the job card shall be left with the person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

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

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the regional representative, the contractor shall be notified to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the contractor and the removal and disposing thereof shall be for the contractor's amount.

27. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES

Servicing shall be carried out strictly as stated on the service schedule and the contractor shall after each service submit to the Regional Manager copies of the service schedule duly completed and signed by the Contractor.

The contractor shall make his own arrangements for printing and duplicating of service schedules.

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

28. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, from the SAPS access cards for his personnel and employees who work within such an area.

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The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by DCS.

29. SECURITY CHECK ON PERSONNEL

The Department or National State Security, may require the Contractor to have his personnel or a certain number of them security classified.

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

30. USER DEPARTMENT SHALL NOT NEGOTIATE.

The contractor and the user department on whose behalf the work is being done are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

In the event of any dispute arising out of any matter in connection with the contract, such matters shall be referred by the Department for submission to the State Tender Board, whose decision shall be final. The contractor shall not delay the execution of any work pending such decision.

31. WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

The contractor shall under no circumstances undertake work of any nature, related to or in connection with the following, unless specifically instructed to do so by a representative of the Department of Public Works.

- (a) Main supply feeder cables and/or metering equipment belonging to any local supply authority.

32. DEPARTMENT OF PUBLIC WORKS RESPONSIBILITY.

The Department of Public Works is responsible for the electricity supply to hired or state owned complexes and/or buildings, irrespective whether the services are supplied from a P.W.D. reticulation network or from the local supply authority. Any dispute or uncertainty with regards to the responsibility of the execution of a service must be referred to this department for clarification.

33. FIXED PRICE CONTRACT

The contract is a fixed priced contract and no adjustments shall be made for any increases or decreases of prices except for VAT rate adjustments.

Note

Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified by the Department all in accordance with the regulations of clause 52 [3] of "Conditions and Procedures in Regard to Tender, Contract and Order [ST 36]".

34. CHECK LISTS

The check list for the maintenance to the equipment consists of the quarterly and Major maintenance of Addendum B On each visit to the site the contractor must attend to all the items listed in the check list.

The work is to be carried out by a competent technician, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993) and SANS10142

All irregularities and comments must be reported by the Contractor in the spaces provided in the check list, and the originals, signed and dated, must be attached to the accounts. A duplicate copy of the completed check list for each visit must be kept in the generator room and the Contractor must make provision in each generator room for a neat, weatherproof document holder, secured to the wall, for this purpose. The contractor must allow and arrange for the reproduction of the check lists at his own cost for use at all sites.

The Contractor will be required to strictly adhere to the program submitted by him.

35. TESTING

The electrical installation shall be tested on a regular in conjunction with Client

36. CLAIMS

The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Contractor.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Contractor is liable.
- c) Any claim by any third person including any employees of the Client or of the Contractor for any loss resulting from any bodily injury and or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.
- d) Any claims on the lack of knowledge regarding a site as the Contractor is obliged to visit the site/ sites prior to bidding.

37. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

The prospective bidders are expected to comply with all statutory provisions governing the contract and Electrical/Mechanical/Engineering industry, more particularly the prescribed minimum wage determined by the Department of Labour. The Department reserves the right to terminate the service in the event of the successful bidders' non-compliance with statutory obligations.

The personnel appointed by the contractor should have proof of **prior experience and suitable competence**

The contractor and his/her personnel are prohibited from reading or going through records in offices.

Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.

The contractor undertakes to keep the number of workers allowed in a building to the essential amount required.

Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard.

In accordance to the law on control and entry to public areas and vehicles, 1985 (law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z(2) of the mentioned law.

The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.

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Employees of the contractor shall not loiter about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be off the premise(s). No employee would be allowed on the premise(s) after working hours except if they have permission from the responsible officer in charge of the building.

Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.

Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times, indicate personnel to the contractor who is a security, health or safety risk. Such persons would not be allowed to be used by the contractor to carry out his duties.

In such a case the contractor will immediately honour the Department's request and shall have no claim of loss or damage against the Department.

The contractor will provide each employee of the contractor with a photo identity card. The card must have the following particulars

- a) Name of Firm (Contractor)
- b) Name of employee
- c) Identity number of Employee
- d) Signature of the Employee
- e) The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands. The employees or persons in the service of the contractor who are working in or around the building providing the services as stated in this contract must at all times be dressed in a uniform that is to the Departments approval. The contractor shall at all times ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed there on) with necessary personal protective equipment which shall include but not be limited to headgear, shoes, gloves etc.

The contractor or his affiliates may provide no information of state activities to the public.

38. INDEMNITIES

The contractor and his/her affiliates enter the premise(s) at own risk.

The contractor indemnifies the Department of any happenings that he/she is aware of or not aware of his/her personnel that are used for services that fall outside this contract.

The contractor will at own cost take out an insurance policy against any claim, cost, lost or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract.

39. EQUIPMENT

The contractor shall not use defective electrical and mechanical equipment, which could affect the Client in its daily operations. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phase and not 2 phase.

The contractor may only use equipment that will normally be used in normal circumstances for purposes named in this agreement. The contractor may under no circumstances tamper with the electrical installations and equipment in a building or make changes to it without the Departments prior consent.

With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.

The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1983 (Law no. 6 of 1983). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66db (Decibels) within one meter of the equipment.

40. NUISANCE

The contractor will not be allowed to perform any act or duty on the premise(s), which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premise(s) or that could cause damage to the property.

Personnel must behave in a soberly manner.

Silence must be reasonably maintained.

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41.CAUTION SIGNBOARDS

The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in areas where the contractor or his employees are busy working. (Such as toilets, passages etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.

It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices or any written material that is displayed is in English.

42.INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premise(s).

43.SUPERVISION

The contractor must ensure that there is always continued on site supervision from Monday's to Friday's excluding Public Holidays effective supervision. Supervisors must in all respect respond to reasonable requests of the appointed personnel.

44.DRESS CODE

The successful bidder will be required:

- 1) to ensure that a uniform displaying the company logo and name are worn at all times
- 2) Ensure that staff uniform is clean and neat at all times.
- 3) Refrain from wearing political party colours or logos.

45.UNIT RATES / PRICES

45a) Unit rates entered into the Schedule of Quantities shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently .The National Department of Public Works shall at liberty make adjustments, before awarding the contract to individual unit rates in these Schedules as necessary to eliminate errors, discrepancies or what is considered to be unreasonable or unbalanced rates and to balance the totals without altering the tender amount

45b) Unit rates for items, must allow for fault finding, the removal of the existing item or part and for the supply and fixing of the new items, inclusive of material, labour, plant, scaffolding cutting, waste, all expendable material such as oil, grease, cleaning material, equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work

45c) Transport costs, inclusive of workers, supervisor/artisan driver, travelling time, fuel and maintenance will be calculated as per proof of the site visitation form for all services carried out as scheduled or non scheduled .

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PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



PA-10: General Conditions of Contract (GCC)

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

PA-10: General Conditions of Contract (GCC)

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

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

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

Project title:			
Bid no:		Reference no:	

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

1. CIDB REGISTRATION NUMBER (if applicable)

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

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

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

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

¹ "State" means –

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

² "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

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

3.8.1 If so, furnish particulars:

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

3.9.1 If so, furnish particulars.

.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES NO

3.11.1 If so, furnish particulars:

.....

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

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

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

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	<i>If so, furnish particulars:</i>		

5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-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 Bid / Tender to the Department of Public Works in respect of the following project:

_____ (Project description as per Bid / Tender Document)

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

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

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

17			
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19			
20			

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

Note:

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

ENTERPRISE STAMP

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION
2022



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(Tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE		
SPECIFIC GOALS		
Total points for Price and Specific Goals	100	

1.5 **Breakdown Allocation of Specific Goals Points**

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

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
5.	An EME or QSE which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION
2022

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by youth.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

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

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

2. DEFINITIONS

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

5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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

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

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

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

Name of Bidder	Signature	Date	Position

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date