



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**BID  
FOR QUOTATION**

**DEPARTMENT OF PUBLIC WORKS  
& INFRASTRUCTURE  
PROVISION OF SECURITY SERVICES AT  
WORKSHOP AND WATER TREATMENT PLANT AT  
THE CORNER OF ELAND & MAMBA STREET  
IN  
LOUISEVALE**

**NORTHERN CAPE PROVINCE**

DEPARTMENT OF PUBLIC WORKS  
KIMBERLEY REGIONAL OFFICES  
PRIVATE BAG X5002  
KIMBERLEY  
8300

PROJECT LEADER:  
MH VERKOPER

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER SM 02/2023

CLOSING TIME: 11:00

CLOSING DATE:

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **Bid Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures will be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

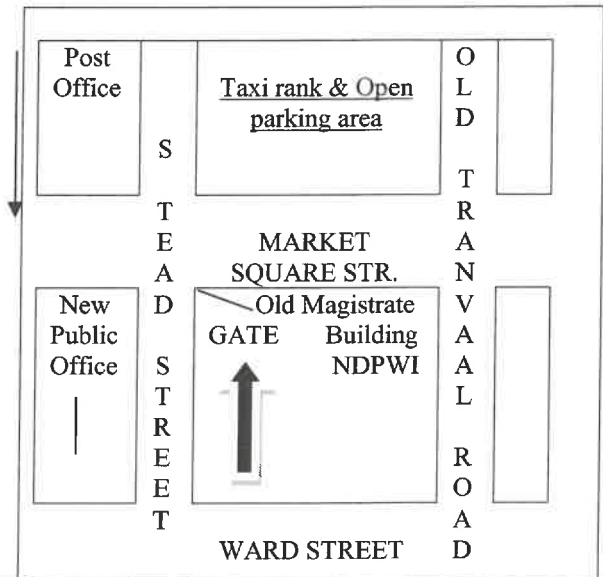
REGIONAL MANAGER  
Department of Public Works  
Private Bag X5002  
KIMBERLEY  
8301

ATTENTION: BID SECTION: ROOM N30

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid.

**OR**

The bid documents may be deposited at the Department of Public Works: Regional Office: New wing Reception, Old Magistrate Offices, Phakamile Mabinja , Kimberley



The Office of the Department of Public Works is open **Mondays to Fridays** **07:30 – 12:45 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule not be accepted for consideration.

*Bidders should ensure that bids are delivered timeously to the correct address.*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION CLOSING DATE: 21 February 2023

**AT 11H00AM**

Documents can be downloaded from website: [www.publicworks.gov.za](http://www.publicworks.gov.za)

REFERENCE NO.	SERVICE DESCRIPTIONS:
SM02/2023	Provision of security services at Workshop and Water treatment plant at the corner Eland & Mamba Street in Louisvale for 4 Months on a month to month basis. This includes 1x day shift, 2x night shift Grade C security officers and the reliever
	Price quotation to be awarded to the highest scoring acceptable bidder. Points will be allocated for: a. Price and Preference: according to formula in PPPFA: Regulations 2017 b. Certificates will be verified with issuing Institutions . Bidders are required to submit proof of B-BBEE status level of contributor.  <b>NOTE: NOTE:PRICED QUOTATIONS ARE TO BE DELIVERED AT 21-23 MARKET SQUARE, OLD MAGISTRATE BUILDING, KIMBERLEY, 8301 OR SEND VIA EMAIL TO <a href="mailto:kimberleyscm1@dpw.gov.za">kimberleyscm1@dpw.gov.za</a> or <a href="mailto:kimberleyscm2@dpw.gov.za">kimberleyscm2@dpw.gov.za</a></b> Contact for Bid information: General Enquiries: <b>Mr. M Qumbelo (SCM)      Mr. Martin Verkoper (Project Leader)</b> <b>053 – 838 5224                      053 – 838 5330</b>

## DPWI Scam Alert!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo

Telephone number: 053 8385359

Email: [Wendy.Khumalo@dpw.gov.za](mailto:Wendy.Khumalo@dpw.gov.za)

Ms Gail Aysen

Telephone number – 053 8385221

Email – [Gail.Aysen@dpw.gov.za](mailto:Gail.Aysen@dpw.gov.za)



Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

### SPECIAL CONDITIONS OF CONTRACT FOR QUOTATIONS

1. The quotation may be rejected, among other reasons, for any of the following specific reasons:

- 1.1. The quotation received after the closed and time as specified;
- 1.2. The Bidder does not comply with the evaluation criteria of the quotation;
- 1.3. The quotation containing Irregularities;
- 1.4. Non submission of standard bidding forms/ PA Forms;
- 1.5. The quotation documents not fully completed and signed.

2. Invoicing requirements

**Invoices** – The contractor shall invoice NDPWI when work executed is completed and confirmed by the client onsite and the invoice must be submitted to DPWI within 5 days of completion of work via email: [invoice.kimberle@dpw.gov.za](mailto:invoice.kimberle@dpw.gov.za) or hand deliver to Registry Services. Please note, non-compliant invoices will be returned to the service provider for corrections and resubmission.

**The following criteria should be met upon submission of invoices:**

- Invoice must be made of “Department Of Public Works & Infrastructure “ together with the address of the department;
- Name of the company and contact information, including physical and postal address, email address, cellphone and telephone where applicable;
- Value added tax (VAT), CSD and company’s registration number;
- Description of a list of the services or goods provided and the price for each items of such goods or services;
- Quantity and units price of the goods and/or service procured and/or delivered;
- Date of invoice;
- Invoice number;
- Department purchase order or complaint number(KIM number/ID number);
- Supplier’s banking details should be the same as on Central Supplier Database
- Invoice should appear as invoice
- Job card signed by Client (if applicable)

3. Disclaimer

*In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.*

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA - 32 INVITATION TO BID** – the **total bid price** calculated on the bill of quantities and/or PA 30.1 **MUST** be transferred to the PA-32 form and completed at the bottom right corner.
2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the **total bid price** calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail. (NB. applicable to facilities and construction tenders)
3. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 2.3. Furnish the details on 2.3.1*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, bidders to note that points will be allocated for specific goals as specified in the invitation to quote and invitation to bid.

For example using the table below, should you wish to claim for specific goals and maximise on the preferential points you will need to indicate the specific goal claimed in PA16 page 09 of 11; if claiming under 80/20 then the last column should indicate the number of points claimed i.e. **1. An EME or QSE which is at least 51% owned by black people = 10 (indicate the total points if they are being claimed)**

**NB Please indicate the points being claimed, should you fail to indicate you will not be allocated the points and please submit the documentary proof to substantiate the claim as indicated in the invitation to quote/tender.**

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 <b>black people</b>	10	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• SANAS Accredited BBEE Certificate or sworn affidavit where applicable</li> <li>• Or</li> <li>• CSD Report</li> </ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"><li>• Or</li><li>• CIPC (company registration)</li></ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"><li>• <b>Office Municipal Rates Statement</b></li><li>• Or</li><li>• Permission To Occupy from local chief in case of rural areas (PTO)</li><li>• Or</li><li>• Lease Agreement</li></ul>

5. **ORIGINAL BBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory

- Bidders to note that the acceptable format for financial year end is as follows: **DD/MM/YYYY**. If the day, month and year of financial year end are not indicated, the sworn affidavit will be declared invalid and lead to non-allocation of preference point.

6. **BBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited [www.sanas.co.za](http://www.sanas.co.za) under accredited organizations

7. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.

8. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where you are not sure kindly contact this office for assistance. Should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.



## ANNEXURE "A"

### TERMS OF REFERENCE

**Provision of security services at Workshop and Water treatment plant at the corner Eland & Mamba Street in Louisevale for 04 months on a month to month basis. This includes 1x day shift, 2 x night shift Grade C security officers and the reliever.**

1. Tenderers must be in position to resume duty immediately after the acceptance of the tender.
2. Tenderers must furnish the Department with its Company profile comprising of the following particulars, but not limited to:
  - 2.1 Where their Head Quarters are situated.
  - 2.2 Name, address and telephone numbers of bank or other Financial Institutions which manages the tenderer's finances.
  - 2.3 Consent that financial institutions may answer financial inquiries and supply statements on request for the company and on site employees
  - 2.4 The names, physical address, telephone numbers and identity numbers of directors if it is a company, all partners where persons, Partnership or closed corporations tender.
  - 2.5 Proof of training/ experience and/ or a condensed description of the training/experience at the tenderer's command must accompany the tender.
3. Tendering private security companies must meet the following minimum standards:
  - 3.1 The tendering company must be officially registered with Companies and intellectual property commission. Tenders must also provide satisfactory proof of registration as employer with the Compensation Commissioner if become a successful bidder.
  - 4.2 The company, all its director and members must be registered in terms of Section 20 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001).
  - 4.3 All security officers supplied by the company must be registered as security officers in terms of Section 20 of the Private Security Industry Regulation Act and must also be trained to the standard





set by the PSIRA and by a training center accredited by PSIRA.

- 4.4 Security officers in the employ of the company must be paid the minimum wage according to the National minimum wage Act, 2018. The institution will have no responsibility for wage negotiation of contract security officers but will enforce compliance.
- 4.5 Tenderers must undertake to provide a certain and reasonable number of additional staff as can be requested during crisis situations. The company must, in order to ensure the continuity of the service allocate specific personnel to specific sites (only to be changed with the prior consent of the security manager of the institution).
- 4.6 The Department of Public Works and Infrastructure only pays for the services rendered and will do this within thirty (30) days after the services has been rendered. This means that the contractor will have to arrange for a loan (in advance if he/she do not have funds to pay employees) in order to pay his/her employees on the last day of the first month. The contractor will have to produce this proof before accepting the offer. The department reserves the right to ensure compliance with the above.
- 4.7 The company must have a well-established and equipped 24 hour security control room.
- 4.8 The company must have a Supervisor immediately available on a 24 hour basis to react in the event of emergencies.
- 4.9 The Department reserves the right to have the contractor, Directors and security officers vetted. The vetting level would be determined by the Department, depending on the sensitivity of the office or sites where services are to be rendered.
- 5 **Awarding of State contract.**  
**The state reserve right to make an award in order to rotate supplies by giving other bidders a chance, who did not to benefit from the system to address product availability, equitable distribution of opportunities and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements. In awarding of tenders and quotations, the department (Head of Unit) will apply inter alia equitable distribution of opportunities in security management environment.**



**Preference will be given to bidders who meets the needs of the Department of Public Works & Infrastructure on many aspect that maybe required, recommended or identified.**

## **ANNEXURE “B” SPECIAL CONDITIONS OF CONTRACT**

1. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.
  - 1.1 The Company must agree to the following;
    - Reliability checks by the relevant National Intelligence Structure (as determined in section 2A of the National Strategic Intelligence Act 1994) on the company and every director of the company or legally assigned member of the company prior to the signing of any contract;
    - signing of a Declaration of Secrecy by the abovementioned persons;
    - signing of legal indemnities with regards to the services to be rendered (e.g. damage to property of third parties, loss of life or injury to be sustained by the security personnel during the execution of their duties and any other legal claims resulting from acts or omissions committed by security personnel against third parties);
    - **Inspection at any time of the services to be rendered by security officials in the employ of the institution (including registers, occurrence books, equipment used, etc.);**
    - shifts worked by security officers must not be longer than **12 hours;**
    - Security officers must be issued with appropriate equipment to enable them to properly execute their duties.
    - Adherence to all internal security policies and procedures of the institution.
2. The service provider shall take the necessary steps to ensure the execution of the contract as agreed in the contract. This steps will include the following:



- 2.1 The protection of state property against theft and vandalism on the site.
  - 2.2 The protection of personnel against injuries, death or any offence, including offences referred to in schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
  - 2.3 The service provider must provide the security personnel required for the successful rendering of service as stipulated in the tender document.
3. It is the responsibility of the service provider to ensure that security personnel is assigned to project the following requirements at all times:
- Are in possession of at least grade 10
  - communicate, read and write at least in English and one additional
  - not younger than 18 years;
  - at least one month relevant experience as security officers;
  - physically healthy and medically fit;
  - Must always present an acceptable image and appearance.

#### **4. Security Officer's Duties.**

- 4.1 The following duties must be performed by the security officers of the company or close corporation:
- To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
  - to perform access control duties, patrol premises and execute functions as determined by the security manager of the institution (including the safeguarding of personnel, property and information);
  - to record security breaches/incidents/events in an occurrence register and report such breaches/incidents/events to the security manager of the institution and their own supervisors;
  - guards must be inspected once per day (weekends and public holidays included) and twice per night by supervisors;



- Regular reports must be made by radio to the security control room of the company or close corporation, or/as well as the security control room of the institution (as the case may be).
- 4.2 The abovementioned duties must be performed to the satisfaction of the security manager of the institution.
  - 4.3 Contract security officers of the company or close corporation must not be allowed access to **IT networks, registries, communication networks or any other sensitive area/zone of the institution**. Key control must also not form part of their responsibilities.
  - 4.4 There must be constant liaison with regards to all security related issues between the company or close corporation and the security manager of the institution.
  - 4.5 Final control and responsibility with regards to security will remain with the security manager of the institution.

## 5. SUPERVISORS

- 3.2 Supervisor must be in possession of at least grade 10 and grade B PSIRA certificate.
- 5.2 Supervisor must have a good grounding in their post descriptions and duties.
- 5.3 Supervisors must at all times be capable of leading /controlling and supervising their subordinates.

## 6. SECURITY OFFICERS

- 6.1 Security officers must be in possession of at least grade 10.
- 6.2 Security officers should be able to communicate in at least in English.
- 6.3 Security officers must be over 18 years of age.
- 6.4 Security officers must not have criminal records especially theft, fraud, rape, etc.
- 6.5 Security guards must have been initially screened by the service provider before commencement of the contract.



## 7. The following general requirements apply:

- 7.1 Supervisors and security officers must have undergone and passed formal security training.
- 7.2 At all times supervisors and security officers must present an acceptable image/appearance.
- 7.3 Supervisors and staff must at all times present a dedicated attitude/ approach to security, which attitude/ approach shall imply inter alia that there shall be. No unnecessary arguments with visitors, stall or discourteous behavior towards them.
- 7.4 Supervisors and staff must be physically healthy and mentally fit for the execution of their duties.
- 7.5 Supervisors and security officers must sign an undertaking in which they **declare that they will refrain from any action which might be to the detriment of the State.**
- 7.6 Supervisors and security officers are prohibited from **reading documents or records in Departmental offices or unnecessary handling thereof.**
- 7.7 No information concerning state activities may be furnished to the public or media by the service provider and/ or his employees.
- 7.8 The State reserves the right to ascertain from the **South African Police Service/State Security Agency** whether security personnel in his/her employ have been cleared or to ascertain their registration with relevant bodies.
- 7.9 The service provider undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of:
  - 7.9.1 Uniform, neat and clearly identifiable uniform of the company, of which uniform will include matching rain coats and overcoats.
  - 7.9.2 Clear identification card of the company with the member's identity and file numbers on it, accompanied by his PSIRA registration card.

## 8. SERVICE AIDS



Service aids to be worn on the person at all times on duty hours:

- Baton
- Handcuffs
- Whistle
- Pocketbook
- Pen
- Torch (at night)
- Radio
- Hand held scanners

8.1 At his/her headquarters the service provider must keep available for inspection by representative of the State, proper staff files as well as all appropriate documents of all security personnel who are employed for the rendering of the service to the state by the service provider and be available for inspection by the Department of Public Works.

8.2 The appropriate documents will include the following:

- Registration certificate
- Medical certificates (where necessary)
- Security Clearance

8.3 The service provider must ensure that the following security aids, if specified, are available at all times at each site where he renders a security service in terms of the agreement.

## 9. OCCURRENCE BOOK

**PURPOSE:** The purpose is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

### 9.1 COMPULSORY OCCURRENCE BOOK ENTRIES:

- The security personnel on duty must make the following entries on the Occurrence book:
- All **listed routine procedures** such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed by whom and the time of commencement. These entries must be made clearly legible in black.
- **All occurrences**, however important, slight or unusual with reference to the correct time and relevant action taken must be noted.



- All **security personnel activities**, especially deviations in respect of the duty list, indicating particulars of the personnel and relevant time.
- **Issue and receipt of keys**, indicating the time and by whom they were received or delivered.
- **Locking and unlocking** of gates, doors, etc. indicating the time and by whom locked or unlocked.
- **Handing-over** of shifts, mentioning all names of personnel and accompanying equipment's and aids. In this case, personnel taking-over as well as personnel handing-over must sign the entry.
- **Occurrence book read**: After the changing over shifts, the first level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.

**NB: Under no circumstances** may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.

**10. STORAGE OF OCCURRENCE BOOKS:** The service provider shall store the fully entered on the occurrence books for a **period of five years if they supply such OB's.**

#### **11. ACCESS CONTROL REGISTERS OR FORMS**

The purpose of the admission Control Registers/forms is to have the information available at all times regarding persons and vehicles accessing the site within a specific period.

##### **11.1 PEDESTRIAN ACCESS CONTROL REGISTER/FORMS**

These forms must be completed correctly and legibly by the security officers on duty and shall make provisions for the following:

- Date of visit
- Admission and exit time of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Name of person to be visited
- Purpose of visit
- Brand, caliber and serial number of the fire arm (if any)



- Signature of visitor

## 11.2 VEHICLE REGISTRATION/FORMS

This form must be completed correctly and legibly by security officers on duty and shall make provisions for the following:

- Date of visit
- Access and exit time of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Name of person to be visited
- Purpose of visit
- Brand, caliber and serial number of the fire arm (if any)
- Signature of visitor
- Registration of the vehicle
- Number of passengers
- Signature of the driver

**11.3** The service provider must store these registers or forms for a period of **five years (All registers must be handed over to the Department annually).**

## 11.4 NOTE/ POCKET BOOKS

The purpose of the notebook is to record all incidents occurring or observed by a security officer on duty for later reference. All occurrences/incidents regardless of importance, slight or unusual, referring to the following: reporting on and off duty, time of occurrence or event, extent of occurrence/incident, relevant occurrence book serial number and follow-up actions taken in respect of occurrence or event.

11.4.1 All relevant information noted down in the notebook must immediately or directly after return be copied into the occurrence book.

11.4.2 The service provider must store the fully entered on the notebooks for a period of 5 years.

## 12. DUTY LIST





- 12.1 The purpose of a duty list is to serve as proof at all reasonable times that all personnel who should be on duty per shift are indeed on duty.
- 12.2 Daily, weekly or monthly duty list of all security personnel on duty must be drawn up by the contractor and kept in the security control room each site where such service is rendered.
- 12.3 Any changes to the duty list shall be crossed out by a single line, initialed (preferably by a senior), dated and noted in the occurrence book.

### **13. DUTY SHEET**

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required from the contract. The contractor must have available at the site a fully expounded duty sheet per duty point.

### **14. LOST ARTICLES**

Lost articles and those articles found on site and for which ownership cannot be established immediately. These must be handed in at Departmental representative's office against a signature on the occurrence book.

No deliveries of lost articles shall be made by security personnel. The necessary arrangements shall be made by Departmental representative.

### **15. LABOUR UNREST INCIDENTS**

This is when the Departmental personnel on site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

Labour unrest at the site: If the service is interrupted or temporarily deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.

### **16. CHECKING OF SERVICE**



- 16.1 The checking of service shall be done by supervisory staff at the site as well as by the service provider himself at least at quarterly basis.
- 16.2 The state reserves the right to check the service rendered by the service provider at any time in order to ensure that the service is rendered in accordance with the conditions of contract and the site specifications.
- 16.3 The state reserves the right from the contractor without furnishing any reason that any of his/her employees be replaced in which case the employee must leave the site forthwith. The state will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.
- 16.4 The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the contract.
- 16.5 All personnel shortages must be noted in the occurrence book.
- 16.6 The service provider will be held liable for any damage or loss suffered by the state as a result of the contractor's own or his/her employee's negligence or intent which originated at the site.
- 16.7 The state is indemnified against any liability, compensation or legal expenses in respect of the following cases:
  - 16.7.1 Loss of life or injury which might be sustained by the security personnel during the execution of their duties.
  - 16.7.2 Damage or destruction of any property of the service provider during the execution of their duties.
  - 16.7.3 Any legal costs that might arise from failure or acts committed by security personnel against third persons.

## **17. LIABILITY CLAUSE**

The service provider must at his/her own expenses take out sufficient insurance against any claims, costs, loss and/ or damage ensuring from his/her obligations and shall ensure that such insurances remain operative for the duration of this agreement.



A **copy of such insurance contract** must be handed to the Departmental representative on the commencement of the service. Evidence that such insurance premiums have indeed been paid must be furnished annually.

- 17.1 The service provider may not, unless specified by the contract make use of the state's equipment, aids and or property for purpose of compliance with the conditions, which equipment, aids or property include inter alia vehicles, stationary, fire arms, rooms and furniture.
- 17.2 The water and electricity required for the rendering of service shall be provided free of charge by the state.
- 17.3 The service provider is responsible for the training of security personnel at the site in respect of the application of the guide lines of the emergency plan applicable for the specific site.
- 17.4 All the keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.
- 17.5 Under no circumstances is a security personnel allowed to carry on any trading on the premises.

## **18. PRO-RATA DECREASE OF PAYMENT**

- 18.1 If at any time the service is not rendered in accordance with the conditions of contract or the specifications (for an example number of officers do not make a full complement), the right is reserved to adjust payment pro-rata.
- 18.2 Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be condemnation, waiving or ratification of such departure, breach or failure to comply unless such condemnation, waiving or non-fulfillment has been agreed to in writing through the agency of the State Tender Board.

## **19. TERMINATION OF SERVICE DUE TO NON COMPLIANCE**

- 19.1 The stipulation of the General Conditions and special condition of the contract procedures apply in particular to cases of any failure to comply with any of the conditions of contract or where an unsatisfactory service is rendered.
- 19.2 The service provider will be terminated immediately should the contractor no longer qualify as Security Service Provider in terms of PSIRA.



- 19.3 The service provider must immediately notify the state should he or any member of his security personnel no longer meet the qualifications or conditions of PSIRA.
- 19.4 The service provider must immediately remove from site and replace any of his security officers who no longer qualify as a security officer in terms of PSIRA.
- 19.5 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent the department and service provider.
- 19.6 Should the service provider alienate his rights and liabilities in terms of this contract; he/she must notify the Department of Public Works so that the necessary steps for the administration of the contract can be taken.
- 19.7 Should the service provider fail to pay his/her security personnel in accordance with the PSIRA Regulation and/ or as per agreement between the Department of Public Works and Infrastructure and the service provider.
- 19.8 Should the service provider fail to post on duty the agreed number of security personnel with the required equipment.

## 20. TERMINATION OF CONTRACT DUE TO CHANGES IN REQUIREMENTS

- 20.1 The contract **is not a fixed contract for 06 months BUT on a month to month basis**, with a reason to make provision for possibility of insourcing security personnel by the Department or in need for a client department.
- 20.2 Should the need arise to terminate a contract for the purpose of insourcing security guards as the priority needs of Department of Public Works and Infrastructure (State), the process must be initiated without any defects.
- 20.3 The service provider would be served with four months' notice period to terminate the contract.

**Department of Public Works and Infrastructure reserves the right to end the contract at any stage with one month notice if the Department has reasons to believe that the services are rendered unsatisfactorily.**



## ANNEXURE "B"

### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: SPECIFICATIONS

**Provision of security services at Workshop and Water treatment plant at the corner Eland & Mamba Street in Louisevale for 04 months on a month to month basis. This includes 1x day shift, 2 x night shift Grade C security officers and the reliever.**

A twenty four hour (24) service that consists of:

(a) Night shift including weekends and Public Holidays (18h00-06h00)

1 Security officer Grade C, D, E

(b) Day shift including weekends and Public Holidays (06h00- 18h00)

1 Security officer Grade C, D, E

#### 2. DUTIES OF OFFICERS

- 2.1 To safeguard the State and Assets' (Department: Public Works) and control of access to Public Works and Infrastructure Premises and vehicles, Act 53 of 1985.
- 2.2 To patrol the premises concerned, exercise crowd control (personnel protection included)
- 2.3 To record incidents in an occurrence register and to inform the Head of the office as well as the supervisor/ service provider of such incidents.

#### 3 GENERAL

- 3.1 Officers must be inspected once per day (weekends and Public holidays included) and once per night by the contractor.
- 3.2 A direct communication must be established between the Departmental representative and the manager of the service provider.

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

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

Quotation description:	<i>Provision of security services at Workshop and Water treatment plant at the corner Eland &amp; Mamba Street in Louisvale for 04 months on a month to month basis. This includes 1x day shift, 2x night shift Grade C security officers and the reliever.</i>		
Quote no:	SM02/2023	Closing date:	21 FEBRUARY 2023
Closing time:	11:00am	Validity period:	30 days

### 1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation.
2	<input checked="" type="checkbox"/>	Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5	<input type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
6	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	<input checked="" type="checkbox"/>	<b>Registration on Central Supplier Database (CSD)</b>
8	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
9	<input checked="" type="checkbox"/>	PA30.1: Pricing Schedule
10	<input checked="" type="checkbox"/>	Submission of the directors PSIRA and company PSIRA certificate

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 (PA 40): Declaration of Designated Groups for Preferential Procurement.
3	<input checked="" type="checkbox"/>	Submission of (PA-10): General Condition of Contract.
4	<input checked="" type="checkbox"/>	<b>Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors/ or PA15.3 Special Resolution of Consortia or JV's.</b>

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

5	<input checked="" type="checkbox"/>	<b>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.</b>
6	<input checked="" type="checkbox"/>	PA-09 list of returnable documents
7	<input type="checkbox"/>	
8	<input type="checkbox"/>	

**2. Points scoring system applicable for this bid:**

80/20 points scoring system

**Indicate the Price weighting applicable to this bid:**

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

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

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

**1. An EME or QSE which is at least 51% owned by black people** **10 Points**

Documentation to be submitted by bidders to validate their claim for points

- ID Copy (Mandatory)
- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable
- Or
- CSD Report
- Or
- CIPC (company registration)

**2. An EME or QSE which is at least 51% owned by women** **4 Points**

Documentation to be submitted by bidders to validate their claim for points

- ID Copy
- Or
- CSD Report
- Or
- CIPC (company registration)

**3. An EME or QSE which is at least 51% owned by people with disabilities** **2 Points**

Documentation to be submitted by bidders to validate their claim for points

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

**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 **insert date** at the following address

~~insert physical address insert postal code~~ 21-23 Market Square  
Old Magistrate Court Building, Kimberly 8301

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

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



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

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

<b>DPW Project Leader:</b>	Mr Martin Verkoper	<b>Telephone no:</b>	053 838 5330
<b>Cell no:</b>	082 040 0065	<b>Fax no:</b>	N/A
<b>E-mail:</b>	Martin.verkoper@dpw.gov.za		

**6. DEPOSIT / RETURN OF BID DOCUMENTS:**

The closing time for receipt of quotation is **11:00am** on **21 FEBRUARY 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><b>QUOTATION DOCUMENTS MAY BE DROPPED AT:</b></p> <p><b>21-23 Market Square Old Magistrate Building Kimberley</b></p> <p><b>OR</b></p> <p><b>QUOTATION DOCUMENTS MAY BE POSTED TO :</b></p> <p><b>Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8300</b></p>	<p>OR</p>	<p><b>QUOTATION DOCUMENT MAY BE EMAILED TO:</b></p> <p><a href="mailto:kimberleyscm1@dpw.gov.za">kimberleyscm1@dpw.gov.za</a></p> <p><b>OR</b></p> <p><a href="mailto:Kimberleyscm2@dpw.gov.za">Kimberleyscm2@dpw.gov.za</a></p>
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## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	Provision of security services at workshop and water treatment plant at the corner Enland & Mamba street in Loiusvale for 04 months on a month to month basis. This includes 1 x day shift, 2X night shift Grade C security officers and the reliever.		
<b>Project Leader:</b>	Pulenyane Mokoena		SM 02/2023

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

Bid Document Name:	Number of Pages:	Returnable document:
ID copy	Pages	<input type="checkbox"/>
PA-15.1, PA-15.2, PA15.3	Pages	<input type="checkbox"/>
PA-03 (GS): Notice and invitation quotation	Pages	<input type="checkbox"/>
PA-32 Invitation to bid	Pages	<input type="checkbox"/>
PA-10 General condition of contract	Pages	<input type="checkbox"/>
PA-09: List of returnable documents	Pages	<input type="checkbox"/>
PA-30.1 Pricing schedule: Firm prices	Pages	<input type="checkbox"/>
Registration with central supplier database (CSD)	Pages	<input type="checkbox"/>
PA- 16: Preference points claim for bids	Pages	<input type="checkbox"/>
PA-40:Declaration of designated groups for preferential procurement	Pages	<input type="checkbox"/>
Special conditions of contract for quotations	Pages	<input type="checkbox"/>
Copy of Medical Certificate/ SASSA Registration/ NCPPDSA registration	Pages	<input type="checkbox"/>
Copy of CIPC		
Terms of reference		
Special conditions of the contract		
Copy of company and director(s) compliance from Psira/ registration		
Company profile		
Copy of CSD		
Original sworn affidavit or BBBEE certificate		

Name of Bidder	Signature	Date

## PA 32: INVITATION TO BID PART A

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

BID NUMBER: **SM02/2023** CLOSING DATE: **21/02/2023** CLOSING TIME: **11:00**

DESCRIPTION: **Provision of security services at Workshop and Water treatment plant at the corner Eland & Mamba Street in Louisevale for 04 months on a month to month basis. This includes 1x day shift, 2 x night shift Grade C security officers and the reliever.**

**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)

**21-23 Market Square, Old Magistrate Court Building  
Kimberley, 8301**

OR POSTED TO:

**Private Bag X5002  
Kimberley, 8300.**

**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
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

## PART B TERMS AND CONDITIONS FOR BIDDING

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

- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**Note Well:**

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

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



**PA-30.1: PRICING SCHEDULE - FIRM PRICES**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number...SM 02/2023...

Closing Time 11:00 on 21/02/2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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1 Grade C Security guards for day shift Monday to Sunday (06:00 till 18:00) (including public holidays)

1 Grade C Security guards for night shift Monday to Sunday (18:00 till 06:00) (including public holidays)

Failure to complete this form in full shall render the tender non-responsive and will be removed from any and all further contention

DESCRIPTION	EXPLANATION	GRADE C Day Shift	GRADE C Night Shift
<b>MONTHLY SALARY HOURLY EQUIVALENT RATE</b>			
Ordinary time: i) Primary Sec Officer ii) Relief Sec Officer	4 shifts per week (48 hours) 2 shifts per week (24 hours)	4786,00 2392,82	4786,00 2392,82
Sunday pay premium	4.333 Weeks p/m @ x 1.5	1794.61	1794.61
Public holiday premium	1 shift p/m @ x1	276.12	276.12
Leave provision	21 consecutive days leave	414.17	414.17
Sick Pay	1 shift p/m	414.17	414.17
Study leave	6 days per annum	207.09	207.09
Family respons. Leave	5 days per annum	172.57	172.57
Night shift allowance	6 Rand p/night shift worked	N/A	182.50
Cleaning allowance	30 Rand p/m	45.00	45.00
Premium allowance	439 p/m	658.50	658.50
Provident fund	7.5 % of Fund Salary	538.43	538.43
Medical insurance	150 p/m	225.00	225.00
Statutory annual bonus	Monthly salary	598.25	598.25

<b>SUB TOTAL:EMPLOYEE BENEFITS</b>		<b>R 12 522.72</b>	<b>R 12 705.22</b>
UIF	1 % of income	111.48	111.48
COID/WCA	3.17 % of income	413.59	413.59
Skill development	1 %	104.73	104.73
<b>SUB TOTAL:STATUTORY</b>		<b>R 629.80</b>	<b>R 629.80</b>
Set of uniform(Statutory requirement)	1500 Rand p/p p.a	R 187.50	R 187.50
<b>SHARE OF OVERHEADS</b>	...40.... % direct cost ( Economy of scale rule applies)	R 5 334.01	R 5 334.01
<b>SUB TOTAL: POSSIBLE EXTRA COST</b>		<b>R 5521.51</b>	<b>R 5521.51</b>
<b>TOTAL PER MONTH</b>		<b>R 18 674.03</b>	<b>R 18 856.53</b>

(A) Total per month R18 856.53 X 2 = R 37 713.06 + R18 674.03 = R56 387.09

(B) R 56 387.09 + % Profit = R

(C) R + 15 % VAT (if applicable) = R X 04 months

(D) Total Bid price: R

The Total Bid price (All applicable taxes) must be ~~carry~~ <sup>Carried</sup> to PA-32

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis (all delivery costs must be included in the bid price) .....

\*Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**\*Delete if not applicable** THIS FORM IS ALIGNED WITH SBD 3.1

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal Use Effective date September 2011  
Version: 1.0



PA-10: General Conditions of Contract (GCC)

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

### NOTES:

The purpose of this document is to:

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

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

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

### TABLE OF CLAUSES

1. **Definitions**
2. **Application**
3. **General**
4. **Standards**
5. **Use of contract documents and information; inspection**
6. **Patent rights**
7. **Performance security**
8. **Inspections, tests and analysis**
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10. **Delivery and documents**
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16. **Payment**
17. **Prices**
18. **Contract amendments**
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27. **Settlement of disputes**
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29. **Governing language**
30. **Applicable law**
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32. **Taxes and duties**
33. **National Industrial Participation Programme (NIPP)**
34. **Prohibition of restrictive practices**

## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

## PA-10: General Conditions of Contract (GCC)

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

### 2. Application

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

### 3. General

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

### 4. Standards

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

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

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

## PA-10: General Conditions of Contract (GCC)

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.

## PA-10: General Conditions of Contract (GCC)

- 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

## PA-10: General Conditions of Contract (GCC)

- (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

## PA-10: General Conditions of Contract (GCC)

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

### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

### 21. Delays in the supplier's performance

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

### 22. Penalties

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

### 23. Termination for default

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

## PA-10: General Conditions of Contract (GCC)

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

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

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



## PA-10: General Conditions of Contract (GCC)

### 25. Force Majeure

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

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

PA-10: General Conditions of Contract (GCC)

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

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

**34. Prohibition of Restrictive Practices**

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

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

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

Name of Bidder	Signature	Date



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?  
**YES / NO**

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES / NO**

2.3.1 If so, furnish particulars:  
.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

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

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

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

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

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

	Name	Capacity	Signature
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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**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

\_\_\_\_\_

\_\_\_\_\_

(Project description as per 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 a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

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

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

	Name	Capacity	Signature
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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**

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

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

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

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

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

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture 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)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

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

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

**Note:**

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



## 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:

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

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 <b>black people</b>	10	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</li> <li>• Or</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>• Office Municipal Rates Statement</li> <li>• Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO)</li> <li>• Or</li> <li>• Lease Agreement</li> </ul>
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>

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 <b>disability</b>	2	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Medical Certificate</li> <li>• Or</li> <li>• South African Social Security Agency (SASSA) registration</li> <li>• Or</li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> <li>• Or</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>

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 <b>Historically Disadvantaged Individuals (HDI)</b>	10	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Or</li> <li>• SANAS Accredited BBEE Certificate or sworn affidavit where applicable</li> <li>• Or</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>• ID Copy (Mandatory)</li> <li>• Or</li> <li>• Office Municipal Rates Statement</li> <li>• Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO)</li> <li>• Or</li> <li>• Lease Agreement</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Or</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	<ul style="list-style-type: none"> <li>• ID Copy (Mandatory)</li> <li>• Or</li> <li>• Medical Certificate</li> <li>• Or</li> </ul>



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

**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 <b>Historically Disadvantaged Individuals (HDI)</b>	4	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Or</li> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</li> <li>• Or</li> </ul>

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

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

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

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE which is at least 51% owned by <b>black people (Mandatory).</b>		10		
2. <b>Located</b> 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		
3. An EME or QSE which is at least 51% owned by <b>women</b>		4		
4. An EME or QSE which is at least 51% owned by people with <b>disability</b>		2		
5. An EME or QSE which is at least 51% owned by <b>youth.*</b>		2		

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

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

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

Tender no: SM 02 | 2023

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ 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)

<sup>1</sup> EME: Exempted Micro Enterprise  
<sup>2</sup> QSE: Qualifying Small Business Enterprise



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

Tender no: SM 02/2023

## 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

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