

PA 32: INVITATION TO BID PART A

| | | | |
|---|--|---------------|------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | |
| BID NUMBER: | ST.AL.OM: 02/2023 | CLOSING DATE: | 09/06/2023 |
| | | CLOSING TIME: | 11h00 |
| DESCRIPTION | OPERATION AND MAINTENANCE OF WATER CARE FACILITIES FOR A PERIOD OF THREE AT ST ALBANS PRISON | | |
| 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) | | | |

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

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

| | | | |
|--|--|--|---|
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE (1'ALL APPLICABLE TAXES) | R |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT/ PUBLIC ENTITY | | CONTACT PERSON | |
| CONTACT PERSON | | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

Note Well:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

| | |
|-----------------------|--|
| Project title: | OPERATION AND MAINTENANCE OF WATER CARE FACILITIES FOR A PERIOD OF THREE MONTHS AT ST ALBANS |
|-----------------------|--|

| | | | |
|--------------------------|-------------------|-------------------------|------------------|
| Quotation no: | ST.AL OM: 02/2023 | Reference no: | |
| Advertising date: | 05/06/2023 | Closing date: | 09/06/2023 |
| Closing time: | 11h00 | Validity period: | 30 Calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **2ME/2CE** or higher **2ME/ 2CE** or higher.

**Select tender value range and select class of construction works* or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **N/A** or higher, or **N/A** or higher.

**Select tender value range and select class of construction works* or select "Not applicable" where no or only one class of construction works is applicable.*

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 4 | <input checked="" type="checkbox"/> | Submission of (DPW-07 EC): Form of Offer and Acceptance. |
| 5 | <input type="checkbox"/> | Submission of DPW-16 (EC): Site Inspection Meeting Certificate. |
| 6 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 7 | <input type="checkbox"/> | Submission of DPW-21 (EC): Record of Addenda to tender documents. |
| 8 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |

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| | | |
|----|-------------------------------------|--|
| 10 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required |
| 11 | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 12 | <input checked="" type="checkbox"/> | The following key staff is required and bidders are required to submit with the bid copies of their relevant qualifications: 1 x Millwright who passed his/her trade test. 1 x Process Controller (Minimum of Class 4 Certificate from Department of Water and Sanitation) 3 x Process Controller (Minimum of Class 3 Certificate from Department of Water and Sanitation) |
| 13 | <input checked="" type="checkbox"/> | Bidder to submit with the bid proof of vehicle ownership (motor vehicle (MLV 1) or proof of registration or logbook/s) for Bakkie or panel van registration under him/her or company or letter of intent to hire the bakkie or panel van to use during this contract period. |
| 14 | <input checked="" type="checkbox"/> | Bidder to submit with the bid proof of relevant work experience for a minimum period of 3 months in sewerage and water treatment plants on operation and maintenance by means of completion certificates for or bidder's may submit at least one (1) reference letter or testimonial of a contract with a duration of at least 3 months |

2.2 Administrative responsiveness criteria

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

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure. |
| 5 | <input type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |
| 6 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 7 | <input type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 8 | <input type="checkbox"/> | Submission of DPW-15 (EC): Schedule of proposed sub-contractors |
| 9 | <input type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request. |
| 10 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 11 | <input type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 12 | <input checked="" type="checkbox"/> | Special Conditions of Bid will apply |

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

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

4. Indicate the functionality criteria if applicable to this bid: N/A

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

| Functionality criteria: | Weighting factor: |
|-------------------------|-------------------|
| | N/A |
| | |
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| | |
| | |
| Total | 100 Points |

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

| | |
|---|------------|
| Minimum functionality score to qualify for further evaluation: | N/A |
|---|------------|

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

insert motivation (if the provided space is not enough attach a memorandum)

5. BID EVALUATION METHOD

This bid will be evaluated according to the 80/20 Preference points scoring system:

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

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form Testimonial Letter. Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify period between 3 months to 5 years years.

The tendering Service Provider's experience on comparable projects during the past specify period between 3 months to 5 years years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form Testimonial Letter, as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form Testimonial Letter. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as “comparable” includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 3 months to 5 years years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 3 months to 5 years years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer’s current and previous work as reflected on form Testimonial Letter, as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV’s and certified ID’s of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

Quotation documents are available for collection during working hours

Alternatively; quotation documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R 0** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

| | | | |
|-----------------------|-----|----------------|-----|
| Venue: | N/A | | |
| Virtual meeting Link: | N/A | | |
| Date: | N/A | Starting time: | N/A |

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

| | | | |
|------------------------------|---------------------------|----------------------|--------------|
| DPWI Project Manager: | Benny Nomzanga | Telephone no: | 041-408 2195 |
| Cellular phone no: | 066 515 3586 | Fax no: | |
| E-mail: | Benny.Nomzanga@dpw.gov.za | | |

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10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS


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

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

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

| | | |
|--|------------------|---|
| <p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X N/A</p> <p>Attention: Procurement section: Room N/A</p> | <p>OR</p> | <p>Deposited in the tender box at:</p> <p>Ground Floor Eben Donges Building Hancock Street Next to the security station at the main entrance</p> |
|--|------------------|---|

11. COMPILED BY:

| | | |
|-------------------------|--|------------|
| Benny Nomzanga |  | 01/06/2023 |
| Name of Project Manager | Signature | Date |

| Item No. | | Quantity | Rate | Amount |
|----------|--|----------|---------------------------------------|------------|
| | Brought Forward | | R | |
| | 8.2. Preventative Maintenance Material | | | |
| 9 | 8.2.1.1. Preventative maintenance material Prov. | 1 | 150 000,00 | 150 000,00 |
| 10 | 8.2.1.2. Profit on preventative maintenance material % | | | |
| | 9. CORRECTIVE (EMERGENCY / UNPLANNED) MAINTENANCE | | | |
| | 9.1. Corrective Maintenance (CM) Labour | | | |
| 12 | 9.1.1. Artisan Rate/ hour | 52 | | |
| 13 | 9.1.2. Semi-skilled / Artisan Assistant Rate/ hour | 52 | | |
| 14 | 9.1.3. Unskilled / General Labourer Rate/ hour | 52 | | |
| | 10. MACHINERY, EQUIPMENT, MATERIAL AND TRANSPORT | | | |
| | <u>commercial mechanical and electrical equipment and machinery inclusive of but not limited to, operating costs (fuel, maintenance, capital costs, insurance, depreciation, etc.</u> | | | |
| 15 | 10.1.1. Machinery and Equipment Sum | 1 | 15 000,00 | 15 000,00 |
| 16 | 10.1.2. Profit and Attendance on Equipment Hire % | | | |
| | 10.2. Transport Costs | | | |
| | <u>suitable transport (1 tonne pick-up truck / Bakkie and or a trailer / and or quad bike) for the successful operations and maintenance (O&M) of the water care facilities and transporting of personnel, conveying material, waste disposal, attending to emergencies / corrective maintenance</u> | | | |
| 17 | 10.2.1.1. O&M Transport Km | 3000 | | |
| 18 | 10.2.1.2. Corrective Maintenance Transport Km | 5000 | | |
| | | | Sub-total | |
| | | | Vat@15% | |
| | | | Total Carried to Form of Offer | |

ST. ALBANS PRISON
PRICING SCHEDULE
DPWI: GQEBERHA REGIONAL OFFICE
FACILITIES MANAGEMENT: WATER CARE FACILITIES

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | OPERATION AND MAINTENANCE OF WATER CARE FACILITIES FOR THE DURATION OF (3 MONTHS CONTRACT) | | |
| Tender no: | | Reference no: | |

OFFER

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

Insert broad description of the works.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

| | |
|-------------------------|---|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

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

AND WHO IS (if applicable):

| |
|---|
| <p>Trading under the name and style of:</p> |
|---|

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

AND WHO IS:

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

SIGNED FOR THE TENDERER:

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

WITNESSED BY:

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

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

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

.....(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

*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".
 **Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" Page 2 of 4
 For Internal & External Use

of Offer and Acceptance

Tender no:

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

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

| | |
|---------------------------------|---|
| Name of Organisation: | Department of Public Works and Infrastructure |
| Address of Organisation: | |

WITNESSED BY:

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

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no:

Schedule of Deviations

| |
|------------------------|
| 1.1.1. Subject: |
| Detail: |
| 1.1.2. Subject: |
| Detail: |
| 1.1.3. Subject: |
| Detail: |
| 1.1.4. Subject: |
| Detail: |
| 1.1.5. Subject: |
| Detail: |
| 1.1.6. Subject: |
| Detail: |

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

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

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)*

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

| | | | |
|-------------------------------|---|--|-------------|
| Project title: | OPERATION AND MAINTENANCE OF WATER CARE FACILITIES FOR THE DURATION OF (3 MONTHS CONTRACT) | | |
| Tender / quotation no: | Closing date: | | |
| Advertising date: | Validity period: | | days |

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

| Projects currently engaged in | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum | Contractual commencement date | Contractual completion date | Current percentage progress |
|-------------------------------|--|------------------|--------------|-------------------------------|-----------------------------|-----------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
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| 4 | | | | | | |
| 5 | | | | | | |
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| 8 | | | | | | |



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

SCOPE OF WORKS

**INTERIM CONTRACT: OPERATIONS AND MAINTENANCE OF THE WATER CARE
FACILITIES IN VARIOUS AREAS**

**NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
EBEN DONGES BUILDING
CNR HANCOCK & ROBERT STREET
NORTH END
GQEBERHA
6056**

MARCH 2023

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1. SERVICE DESCRIPTION

| | |
|-----------------------|--|
| PROJECT TITLE: | OPERATIONS AND MAINTENANCE OF WATER TREATMENT PLANTS IN VARIOUS AREAS |
|-----------------------|--|

2. CONTRACT DURATION

2.1. **Duration:** 3 months

2.2. **Renewal Option of Contract**

2.2.1. Renew for a period of one (1) month based on satisfactory performance and / operational requirements.

3. BROAD DESCRIPTION OF THE SERVICE

3.1. Provide operations and maintenance to the **water treatment plants** commencing with water abstraction, storage dams, water treatment, plant maintenance and associated works (dosing equipment, sluice gates, channels, filtration, etc.) and ending at the storage tower or reservoir tank, including but not limited to, sludge removal from site and cutting of grass and mowing of lawns around the storage dams and water to ensure safe portable water for human consumption and the **Blue Drop Regulation Compliance** .

3.2. Provide operations and maintenance to the **wastewater treatment works** commencing with inlet works and preliminary treatment / pre-treatment (screening, grit removal), primary treatment, sludge treatment and removal from site, secondary treatment (biological filtration, final settlement) and tertiary treatment to ensure the discharge (effluent) to the river is compliant, including the **Green Drop Regulation Compliance** . In addition, cleaning of facilities, mowing of lawns and cutting of grass within two (2) metres of the perimeter fence and carting away of garbage.

3.3. Provide preventative and corrective maintenance on all equipment and on the wastewater and water treatment plants comprising of, but not limited to: the standby generator set, pumps, SCADA equipment, dosing equipment, cleaning of storage tanks for chemicals.

4. LEGISLATIVE COMPLIANCE AND STANDARD SPECIFICATIONS

The following standard specifications, regulations, By-Laws and guidelines are applicable to this service:

- 4.1. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- 4.2. Regulations for Hazardous Biological Agents (Issued in terms of: Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- 4.3. Department of Health COVID-19 Environmental Health Guidelines
- 4.4. National Regulator for Compulsory Specifications Act (Act 5 of 2008) and Compulsory Specification for Chemical Disinfectants – VC 8054
- 4.5. National Environmental Management Act, 1998 (Ac No. 107 of 1998)
- 4.6. Environmental Conservation Act, 1989 (Act No. 73 of 1989)
- 4.7. Basic Conditions of Employment Act, 1997 (No. 75 of 1997)
- 4.8. Disaster Management Act, 2002 (No. 57 of 2002)
- 4.9. ISO 9001 – Quality Management System
- 4.10. ISO 14001 – Environmental Management Systems
- 4.11. Local Municipality By-Laws and Regulations

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".
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- 4.12. South African National Standards (SANS)
- 4.13. National Water Act, 1998 (No. 36 of 1998)
- 4.14. Water Services Act, 1997 (No. 108 of 1997)

5. SCOPE OF WORKS: CATEGORIES

The scope of works (SOW) for this operations and maintenance, is divided into the following categories:

- 5.1. **Contract management and site establishment**
 - 5.1.1. Site establishment (mobilisation) and disestablishment
 - 5.1.2. Occupational Health and Safety Compliance
 - 5.1.3. Insurance cover for all risks
- 5.2. **Operation of water treatment works and Blue Drop Regulatory Compliance**
- 5.3. **Operation of wastewater treatment works and Green Drop Regulatory Compliance**
- 5.4. **Preventative Maintenance**
- 5.5. **Corrective Maintenance**

6. CONTRACT MANAGEMENT AND SITE ESTABLISHMENT

6.1. Site Establishment (mobilisation) and Disestablishment

The Service Provider **must allow costs** for in the contract following for site establishment / mobilisation, Overhead Costs and demobilisation including but not limited to arranging accommodation for own personnel, providing necessary office administration service and support and ensuring successful operations and maintenance and availability of the Service Provider (or a duly delegated representative) as required:

Site Establishment, Condition Assessment and Disestablishment.....
..... (Month) **[To Pricing Schedule]**

6.2. Occupational Health and Safety Act (Act 85 of 1993) Compliance

The Service Provider **must allow costs** for ensure the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) is strictly monitored and complied with, but not limited to the following:

Occupational Health and Safety Compliance..... (Month) **[To Pricing Schedule]**

6.2.1. Health and Safety Plan, File & Risk Mitigation

- 6.2.1.1. Develop a Health and Safety plan for the contract and ensure a visible display of the latest OHS Act on-site;
- 6.2.1.2. Maintain a Health and Safety file, update on a regular basis and ensure easy access for inspection and be handing over to the Department on request;
- 6.2.1.3. Hazard identification, risk assessment(s) and mitigation;

6.2.2. Personal Protective Equipment (PPE)

- 6.2.2.1. Sufficient personal protective equipment (PPE) and clothing made available to staff – minimum two (2) sets of continental suits per employee, including but not limited to the following protection: ~~Head (sun hats, etc.), eyes and face (goggles,~~

respiratory masks, face visors, etc.), footwear (safety boots, socks, gum boots, etc.) hands (waterproof/ abrasion-resistant gloves, hand disinfectants, etc.),

- 6.2.2.2. Flotation devices;
- 6.2.2.3. Medical examinations and vaccination of plant personnel for sewer / water-borne diseases (e.g. Typhoid fever, Tetanus etc.) according to prescribed regulations / requirements;
- 6.2.2.4. First aid kits and re-filling;

6.3. Insurance

The service provider **must allow costs for** and is responsible to assess risks on the project, obtain and maintain adequate insurances to cover such risks for the duration of the contract. The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract as follows:

Insurance cover for all risks..... (Month) [To Pricing Schedule]

6.3.1. Public Liability Insurance / General liability insurance:

Operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury wherein the limit of liability required under the Service Provider's **Public Liability Insurance must be a minimum R 2'000'000 any one occurrence.**

6.3.2. Damage to electronic equipment and furniture theft of materials and equipment:

The Service Provider shall provide where applicable, adequate insurance for the damage to electric and electronic equipment, furniture, theft of materials and equipment.

6.3.3. Government of RSA as additional insured

The general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

7. OPERATION & MAINTENANCE OF WATER CARE FACILITIES AND BLUE DROP / GREEN DROP REGULATORY COMPLIANCE

7.1. The appointed service provider **must allow costs for** and is responsible for providing sufficient personnel (Supervisor(s), Process Controller(s) and General Worker(s) in shifts), conducting a Blue Drop / Green Drop Assessment and ensuring audit outcomes are implemented on applicable site(s) while performing work on treatment plants and providing the report to the Service Manager responsible for the oversight of water care facilities after the date of appointment and comply as follows:

Plant Personnel and Operation & Maintenance..... (Month) [To Pricing Schedule]

7.1.1. Blue Drop Regulatory Compliance

7.1.1.1. Assess factors and improve conditions affecting performance and compliance to the National Blue Drop Certification Programme in order to improve drinking water management;

- 7.1.1.2. Water quality compliance (Physical, Chemical and Biological);
- 7.1.1.3. Water quality monitoring programme implementation (Registration of the programme on IRIS system);
- 7.1.1.4. Credibility of water samples / laboratory;(SANAS accredited lab testing)
- 7.1.1.5. Submission of water quality results to DWS and DPWI;
- 7.1.1.6. Water safety planning (Water safety plan per site);
- 7.1.1.7. Water quality failure response (Documented official procedure);
- 7.1.1.8. Process control, maintenance and management skills;
- 7.1.1.9. Publication of potable water quality management performance (Water quality reports to End Users);
- 7.1.1.10. Water asset management (Assets register for all facilities);
- 7.1.1.11. Population determination (Population served);
- 7.1.1.12. Classification and capacity on IRIS system;
- 7.1.1.13. Water use registration/Licensing
- 7.1.1.14. Process Audit

- 7.1.2. Green Drop Regulatory Compliance
- 7.1.2.1. Facilitating registration of wastewater treatment plants on IRIS system
- 7.1.2.2. Facilitating the registration / Licensing of wastewater treatment plants' water use
- 7.1.2.3. Registration of process controllers and supervisors
- 7.1.2.4. Maintenance, engineering management and scientific capacity
- 7.1.2.5. Wastewater risk management (Wastewater risks abatement plan for each site/plant)
- 7.1.2.6. Operational monitoring and operational records
- 7.1.2.7. Compliance monitoring (Plant organic & hydraulic load and effluent as per applicable authorisation)
- 7.1.2.8. Sludge classification and monitoring (including beneficiation and disposal at an authorised sludge handling site)
- 7.1.2.9. Water samples/ laboratory credibility (Testing to be done at SANAS accredited lab only – no proficiency testing)
- 7.1.2.10. Providing Operations and maintenance budget
- 7.1.2.11. Wastewater operations cost determination ----
- 7.1.2.12. Wastewater treatment works design capacity management
- 7.1.2.13. Process audit
- 7.1.2.14. Sewer main inspection
- 7.1.2.15. Wastewater asset management
- 7.1.2.16. Bylaws and enforcement
- 7.1.2.17. Monitoring data submission to Department of Water and Sanitation
- 7.1.2.18. Effluent quality compliance
- 7.1.2.19. Process control
- 7.1.2.20. Stormwater management
- 7.1.2.21. Water demand management
- 7.1.2.22. Sludge reuse / Beneficiation
- 7.1.2.23. Additional impact monitoring

- 7.1.3. Generic Duties for Green & Blue Drop Compliance
- 7.1.3.1. Keep maintenance and repairs logbook with all updated entries – Continuous;
- 7.1.3.2. Keep operational logbook with daily entries to date – Continuous;

- 7.1.3.3. Ensure process monitoring equipment is functional and recorded in logbook – Continuous;
- 7.1.3.4. Ensure drawing or Process Flow Diagram is displayed – Continuous;
- 7.1.3.5. Ensure incident management procedures are available and Contact List displayed – Continuous;
- 7.1.3.6. Ensure the electricity meter is working and electricity use by plant is recorded – Daily;
- 7.1.3.7. Ensure good state and tidiness of the garden and terrain – Continuous;
- 7.1.3.8. Keep good state and tidiness of the workers' bathroom, lockers and lunch facility – Daily;
- 7.1.3.9. Disinfection is taking place – Daily;
- 7.1.3.10. Sludge on the beds is level (raked) and free of weeds – Continuous and dried sludge is stored and disposed safely – As required;
- 7.1.3.11. Walls of the drying beds are intact and no serious cracks – Continuous;
- 7.1.3.12. Sand is replaced as dried sludge is removed and a schedule is in place – As required;
- 7.1.3.13. The draining system, pipes and valves are working – Continuous;
- 7.1.3.14. A monitoring schedule is in place to record: Total Solids, drying time per bed, thickness of sludge layer added, date of application, climate records (rainfall, temp) and malfunctions – Continuous;
- 7.1.4. Perform ground maintenance, maintain garden beds weed free, cut lawns / grass and trim edges (grass not be exceed 3 cm in length), irrigate lawns and gardens (for optimal moisture) and maintain a two (2) metre strip free of vegetation either side of perimeter fences – Biweekly;
- 7.1.4.1. Check, inspect, report and unblock any blockage that occurs – As and when required
- 7.1.4.2. Check, inspect, repair / replace sewer pipes where necessary on approval by the Project Manager / a delegated Departmental Representative to maintain good working condition at all times – As required
- 7.1.4.3. Check, inspect and repair manhole benching – As and when required
- 7.1.4.4. Check, inspect, repair / replace and clean out all equipment traps – As and when required
- 7.1.4.5. Responsible for non-compliance notifications – As required;
- 7.1.4.6. Attend all audits and inspections requested by Department of Water and Sanitation – As required;

7.2. Water Treatment Works & Blue Drop Compliance Duties

Where applicable:

- 7.2.1. Routine maintenance of the **bar screen / strainers** at the abstraction point by removing the large items trapped on the screen by plant personnel;
- 7.2.2. The **pump station house and pumping main** routine maintenance and physical inspection of electrical equipment, pumps and the generator set – Daily;
- 7.2.3. Removal of dust, **wiping of equipment** with anti-static cloths and removal of spider webs – Weekly;
- 7.2.4. Testing of the **standby generator** and recording in a log book – Weekly;

- 7.2.5. Inspections on the level of **raw water storage** dams and surface raking of suspended solids – Daily;
- 7.2.6. Inspections on the condition of dams and provision of a condition report – Monthly;
- 7.2.7. **Chemical Tanks and area** once-off cleaning prior to storage of chemicals and bi-annual cleaning of the tanks/ area using approved sustainable methods.
Sludge removal at the sedimentation and clarification process and removal of all dry sludge and disposal of in an environmentally friendly way / disposal of in a reclamation facility (majority of solids must be removed before filtration) – weekly;
- 7.2.8. Removal of debris on the water filters – daily;
- 7.2.9. Sufficient **storage and capacity of portable water** is available throughout the day and desludging of storage facilities (on ground reservoirs) – once off.

7.3. **Wastewater Treatment Works & Green Drop Compliance Duties**

Where applicable:

- 7.3.1. **Document each shift** by completing the necessary paperwork – Per Shift;
- 7.3.2. Procure the all the **resources required** to perform the duties effectively, and update the inventory list and provide proof of supplier's purchase invoices with monthly invoices – Needs basis;
- 7.3.3. Perform **water quality testing and laboratory tests** at a SANAS accredited laboratory, analyse results and take or recommend necessary action – Monthly;
- 7.3.4. Determine chlorine and pH levels and take necessary action – Daily;
- 7.3.5. Maintain laboratory records, equipment and orders supplies. Prepares and files daily tests result reports. Uploads results onto IRIS (Integrated Regulatory Information System) of the Department of Water and Sanitation – Continuous
- 7.3.6. Cleaning and maintaining **humus tanks and clarifiers**, perform adjustments in the process units and adjusts pH as needed – Daily;
- 7.3.7. **Manage Sludge** and determine when and how much sludge to waste or to pump and perform classification and utilisation – Daily;
- 7.3.7.1. Remove floating and bottom sludge, scour settling tanks for clumps of floating sludge, clear weirs of any matter and hose or use plunger rods as required and perform and record sludge Volume Index (SVI) by a measuring flask on site – Daily;
- 7.3.7.2. Hand sluices at sludge box to be kept clear of material and ensure a hydraulic head difference for maximum flow in pipe – Weekly;
- 7.3.7.3. Perform a sludge Volume Index (SVI) at a SANAS accredited laboratory – Monthly;
- 7.3.8. Inspect and **maintain sewage / water lines** at pump station to ensure standards of operation – Daily;

7.4. **Water Care Chemicals and Consumables**

The appointed service provider **must allow costs for** and is responsible to provide sufficient **Water Care Chemicals** throughout the duration of the contract, specific to the requirements of the respective site(s) to ensure water / wastewater is treated to its best quality for consumption and discharge as follows:

Water Care Chemicals..... (Month) [To Pricing Schedule]

- 7.4.1. Provision of **sufficient coagulants** depending on the turbidity (Ferric chloride, sodium aluminate, activated silica, poly-aluminium chloride etc.) throughout the

term of the contract. Coagulants contact and dosing should ensure well mixing with water to ensure a heavier floc.

- 7.4.2. An age and efficiency analysis of the current **Water filter** should be performed at the beginning of the contract for water filtration. Sand / medium older than six (6) months must be replaced. Depending on cost and availability, a multi-media (sand and anthracite, or sand and granular activated carbon, or a third layer may also be incorporated) and is preferred as it provides excellent mechanical filtration of particulate matter and removes organic compounds which can cause odour problems.
- 7.4.3. Application of **Soda ash** to balance the pH of water to ensure the water is not acidic after testing for pH, prior to disinfection – Daily;
- 7.4.4. Disinfection with **Sodium Hypochlorite and Chlorination** with sufficient chlorine throughout the contract period to ensure remaining viruses and bacteria are eliminated from the final water. Chlorine levels must be monitored continuously and carefully in the treated water to ensure only sufficient amounts and avoid excesses that can cause taste and odour problems at the point of consumption – continuous;
- 7.4.5. Sufficient chemicals to maintain quality levels necessary for operation of a Wastewater Treatment Works (E.g. HTH tablets) – As required;
- 7.4.6. Lime to addition to sludge and screens of wastewater treatment works – As required;

7.5. Water Quality Testing

The appointed service provider **must allow costs for** and is responsible for water quality testing at a SANS accredited laboratory and provision of SABS / SANS approved material and consumables to enable drawing of samples, disinfection of sample kits including, but not limited to blue / green drop kits, dissolved oxygen meters, sampling kits and sampling bottles, high pressure hose machine, a portable submersible pump as follows:

7.5.1. Portable Water Testing

Portable Water Testing..... (Month) **[To Pricing Schedule]**

- 7.5.1.1. Provision of equipment to sample, analyse raw water at the plant to test the turbidity of the water (sampling bottle, turbidity meter, and jar-test).
- 7.5.1.2. Provision of official turbidity results for analysis and logging on a book on a daily basis. Results must be for pre-treated raw water and post-treated water.
*****NB: Test results should determine the type of coagulant to be used below.**

7.5.2. Wastewater Testing

Wastewater Testing..... (Month) **[To Pricing Schedule]**

8. PREVENTATIVE (SCHEDULED MAINTENANCE)

- 8.1. The Service Provider **must allow costs for** and is responsible to provide full-time services of a skilled and sufficiently experienced **Millwright** employee, responsible for **preventative technical maintenance labour** on the water care facilities electrical and mechanical components , including but not limited to attending to breakdowns and after hours work throughout the duration of the contract as follows:

Millwright (Preventative Maintenance)..... (Month) **[To Pricing Schedule]**

- 8.1.1. Perform equipment maintenance, calibration and operation of equipment;
- 8.1.2. Responsible for the proper performance of flow measurement devices;
- 8.1.3. Assist with the maintenance of building and structures for the duration of the contract;
- 8.1.4. Survey and inspect resultant repairs and facilitate the unblocking of all main sewer lines by general workers – Beginning of a contract and continuously;
- 8.1.4.1. Perform the scheduled maintenance /service of pumps and /or other electrical and mechanical components such as flow meters. Evidence of servicing and/or calibration records to be kept and provided upon request;
- 8.1.4.2. Service valves and clamps at all pump stations / sludge recycling ponds /sump;
- 8.1.4.3. Service and maintain self-priming effluent water pumps and associated pipework,
- 8.1.4.4. Service and maintain - all Pumps and Motors at all pump stations / sludge recycling ponds /sump;
- 8.1.4.5. Check oil level of pumping equipment and presence of water in oil - After first 20 running hours, and as and when is deemed necessary;
- 8.1.4.5.1. Refresh grease in main bearing - Every 10 000 running hours;
- 8.1.4.5.2. Check cable entry into pump for leakage – Beginning of the contract;
- 8.1.4.5.3. Remove inspection plug to check for presence of water in motor housing – Beginning of the contract;
- 8.1.4.6. Service and maintain existing submersible raw sewer pumps;
- 8.1.4.7. Service and maintain compressors;
- 8.1.4.8. Service and maintain Non Return Valves (NRV) / gate valves /Sluices
- 8.1.4.9. Service the generator (where applicable and the generator is not under a service contract) after every 200hrs / as recommended by the manufacturer, change filters, oil and ensure the generator is able to start on a weekly test basis – weekly;
- 8.1.4.10. Service the pump engine (where applicable) after every 200hrs / as recommended by the manufacturer, change filters, oil and ensure the generator is able to start on a weekly test basis – weekly;
- 8.1.4.11. Facilitate the servicing of all expired fire protection equipment (where applicable) and ensure equipment service is up to date - beginning of contract / once per year and perform monthly inspection;_____

8.2. Preventative Maintenance Material

- 8.2.1. The service provider **must allow costs for** and is responsible for supply, delivery to site, commissioning and installation of all **Preventative and Corrective Maintenance material, spare parts, subcomponents and appurtenances** necessary for the complete maintenance of each installation and as part of detailed invoice claims, provide copies of suppliers purchase invoice as follows;
- 8.2.1.1. Preventative maintenance material.....(Provisional) **[To Pricing Schedule]**;
- 8.2.1.2. Profit on preventative maintenance material..... (%) **[To Pricing Schedule]**;
- 8.2.1.3. Corrective maintenance material.....(Provisional) **[To Pricing Schedule]**;
- 8.2.1.4. Profit on corrective maintenance material..... (%) **[To Pricing Schedule]**;
- 8.2.2. Invoices received from Service Providers without the supporting evidence of suppliers' purchase invoices shall not be paid and will be returned to the Service Provider.

8.2.3. The Service Provider shall inform the Project Leader/ Scientist/ Engineer of all scheduled deliveries of materials to formally arrange official hand-over with the End User. The Service Provider shall cede any supplier's or factory guarantee of repaired or replaced components to the Employer to ensure that such guarantees are not jeopardised in any way. All workmanship, materials and components used for breakdown repair shall be guaranteed for a minimum three (3) months.

9. CORRECTIVE (EMRGENCY / UNPLANNED MAINTENANCE)

9.1. Corrective Maintenance (CM) Labour

The Service Provider **must allow costs for** and is responsible to provide labour in the form of skilled, trained (with mechanical, electrical or electromechanical trade certificates) and support personnel for Emergency execution for **Corrective Maintenance** at all hours of the day / 7 days a week, as and when an emergency arises, inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract as follows:

- 9.1.1. Artisan..... (Rate only) [To Pricing Schedule]
- 9.1.2. Semi-skilled / Artisan Assistant..... (Rate only) [To Pricing Schedule]
- 9.1.3. Unskilled / General Labourer..... (Rate only) [To Pricing Schedule]

The Service Provider must endeavour to reduce and avoid occurrence of Emergency breakdowns and ensure false alarms are identified before attending to an emergency / deemed emergency. On average, no more than one (1) emergency breakdown per site should occur with preventative (condition-based and interval / routine) maintenance in place.

10. MACHINERY, EQUIPMENT, MATERIAL AND TRANSPORT

10.1. The Service Provider **must allow costs** for and is responsible to provide all **commercial mechanical and electrical equipment and machinery** (energy saving with low operating noise less than 85 decibels) necessary for the effective and efficient operation of the water care facilities per site and attending to grounds / horticultural services and cleaning, inclusive of but not limited to, operating costs (fuel, maintenance, capital costs, insurance, depreciation, etc.). The Service Provider must provide sufficient machinery per site to ensure optimum provision of horticultural and cleaning services as follows:

- 10.1.1. Machinery and Equipment.....(Month) [To Pricing Schedule]
- 10.1.2. Profit and Attendance on Equipment Hire..... (%) [To Pricing Schedule]
 - 10.1.2.1. Commercial brush cutters;
 - 10.1.2.2. Commercial lawn mowers;
 - 10.1.2.3. Commercial vacuum cleaners and blowers for plant room maintenance and personnel facilities;
 - 10.1.2.4. Wheelbarrows, spades, hard brooms, hand rakes, scoop nets, skips/ grit removal bins, digging folks, (These assets will belong to the Service Provider);
 - 10.1.2.5. The Department can, where possible, provide a space for the storage of equipment free of charge. The Department has the right to inspect at any time the provided space and at upon discretion cancel the arrangement

- 10.1.2.6. The operator of the machinery must be a trained person in compliance with the General Machinery Regulations, 1988 issued in terms of the Occupational Health and Safety Act, 1993.

10.2. Transport Costs

- 10.2.1. The service provider **must allow costs for** and is responsible for providing suitable transport (1 tonne pick-up truck / Bakkie and or a trailer / and or quad bike) for the successful operations and maintenance (O&M) of the water care facilities and transporting of personnel, conveying material, waste disposal, attending to emergencies / corrective maintenance, inclusive of but not limited to, operating costs (fuel, maintenance, capital costs, insurance, depreciation, etc.) as follows:

- 10.2.1.1. O&M Transport.....(Km) [To Pricing Schedule];
 10.2.1.2. Waste Disposal Transport.....(Km) [To Pricing Schedule];
 10.2.1.3. Corrective Maintenance Transport.....(Rate / Km) [To Pricing Schedule];

11. USE OF LOCAL LABOUR

- 11.1. A minimum of 50% of the Labour must be sourced from the local community comprising of previously disadvantaged individuals (PDIs).
- 11.2. Further Labour composition requirements to be complied with are:
- 11.2.1 60% Women (Unless all the existing employees are re-employed in the new contract)
- 11.2.2 55% Youth aged from 18 to 35 years
- 11.2.3 2% people with disabilities
- 11.3. Service providers must report on employment opportunities created by fully populating a Job reporting template every month or at the end of the service (whichever comes earlier) and submit same with the invoice.
- 11.4. The Department will, on discretion, verify the details of local labour with the respective Ward Councillor. Non-compliance of use of local labour constitutes breach of conditions of contract.
- 11.5. The service provider must ensure supervisors, process controllers, plant attendants and general workers are paid salaries that are competitive and market-related in line with the Basic Conditions of Employment Act, 1997.
- 11.6. Provision for the following where applicable shall apply - UIF, Provident Fund, Skills Delivery Levy, Leave, COIDA, training costs and other benefits for personnel to perform operations and maintenance of the wastewater and water treatment works.

12. EXEMPTION FROM LIABILITY

- 12.1. The Service Provider agrees that the Government shall be exempted from liability and not be responsible for personal injuries or for damages to:
- 12.1.1. any property of the Contractor,
 12.1.2. its employees,
 12.1.3. agents, or
 12.1.4. any other person

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

13. FAMILIARISATION WITH THE PROJECT SITE

It is important that Service Providers familiarise themselves with the site prior to submitting a final tender offer and make provision for all material, equipment use / hire, overhead costs, transport costs, Labour costs (including statutory requirements as per the Basic Conditions of Employment Act, 1997 (No. 75 of 1997)), Occupational Health Safety costs and profit; in relation to the size and requirements per each facility / site.

14. AN OFFICIAL ORDER FOR APPOINTMENT OF SERVICES

14.1. An official order for the operations and maintenance of the treatment works on acceptance of the Service Provider's offer, will be issued to the Service Provider by the Departmental Representative.

14.2. The Service Provider shall not proceed with any work without the official order form. Payments can be delayed if order numbers do not appear on invoices submitted by the Service Provider for payment.

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

15. ATTENDANCE REGISTER OF EMPLOYEES

Employees' attendance register

The Service Provider must on a daily basis capture the details of the employees and submit the register on a prescribed format to the Project Leader for the purpose of reporting on job opportunities created under this contract.

16. BID PRICE

The total bid price for this service must include all labour and material required for the proper execution of the work and shall be carried to the **Form of offer** which must be returned together with this document. The use and variable costs of the Service Providers' own equipment should be built into a task. For instance; a rate for cutting of grass / mowing of lawn should include costs for fuel, equipment use and labour. In most operations work, labour costs will be sunk costs of permanently employed personnel.

17. SECURITY CLEARANCE & SECURITY SERVICES

17.1. The service provider shall provide own security for their assets and personnel on site. All security officers, where employed must be registered with the Private Security Industry Regulating Authority (PSIRA).

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

OFFER

AMOUNT IN WORDS:.....
.....

NAME OF TENDERER:

SIGNATURE OF TENDERER:

CONTRACT PERSON:

POSTAL ADDRESS:

TELEPHONE:

MOBILE NUMBER:

FAX:

EMAIL ADDRESS:

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
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| | | |

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
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| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |

| | | | |
|----|--|--|--|
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

Note:

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 |
|----|------|----------|-----------|
| 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 from any liability whatsoever that may arise as a result of this document being signed

Note:

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

ENTERPRISE STAMP



PA-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 | | | |
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| 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:

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

1.5 **Breakdown Allocation of Specific Goals Points**

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

All Acquisitions

Table 1

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

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

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

All Acquisitions

Table 2

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

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

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

All Acquisitions

Table 3

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: _____

2. DECLARATION:

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

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

Signed by the Tenderer

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



SPECIAL CONDITIONS OF BID

1. INTERPRETATION

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

2. PRECEDENCE

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

3. GENERAL BID RULES

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



- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
- 3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

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

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

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

6. BRAND NAMES

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

7. CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid will not be subjected to any price escalation.



8. AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
- 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
- 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a "Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

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

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

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

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

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

12. TAX COMPLIANCE

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

13. REGISTRATION AS A VAT-VENDOR

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

14. CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.



- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15. REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.

- 15.1 A "Sworn Affidavit" must comply with the following minimum requirements to be considered valid:
 - 15.1.1 The "Sworn Affidavit" must not be expired at the closing date.
 - 15.1.2 All the mandatory sections in the affidavit must be completed in ink.
 - 15.1.3 If a percentage ownership is zero (0) % on paragraph 3, it is not mandatory to complete the field. It can be left blank.
 - 15.1.4 The BBBEE Level Contributor must be indicated (ticked)
 - 15.1.5 The Annual Total Revenue must be based on the latest financial year-end's Financial Statements/Management Accounts and other information of the bidder.
 - 15.1.6 A "Sworn Affidavit" based on information from financial periods prior to the latest financial year-end of the bidder or for a financial year which has not yet ended, is invalid.
 - 15.1.7 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the "Sworn Affidavit". An omission of the financial year will invalidate the submitted "Sworn Affidavit".
 - 15.1.8 The financial year must clearly indicate: day/month/year.
 - 15.1.9 The "Sworn Affidavit" must be correctly completed, signed and dated by the bidder (Deponent).
 - 15.1.10 The "Sworn Affidavit" submitted must be correctly signed and stamped by the "Commissioner of Oath".
 - 15.1.11 For construction bids, a "Sworn Affidavit" issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287) and in terms of paragraph 3.6.2.4.1 (B) must be used. All other the conditions applicable to "valid sworn affidavits" as per this "Special Conditions of Bid" will apply. In addition, for Construction Sector Affidavits, the annual turnover table must also be completed

16. AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly,



the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy may be certified after the closing date of the bid. The copies may be certified after the closing date of the bid.

- 16.6 Non-submission of the PA-16 form or non-completion of the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
- 16.7 If a bidder submits at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or it is not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but their offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

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

18 FORM OF OFFER AND ACCEPTANCE

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 18.3.1 The tenderer's offer will not be disqualified.
 - 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
 - 18.4.1 The tenderer's offer will not be disqualified.
 - 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 18.5.1 It must be signed by an authorised person of the Bidder;



- 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
- 18.5.3 The date on the form of offer must be completed;
- 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the “amount in words” and the “amount in figures” is not completed, the bid will not be considered further.

19 CORRECTION OF ERRORS

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

20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 20.1 N/A

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

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

22 TESTIMONIALS

- 22.1 The word “testimonial” and “reference letter” means the same
- 22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:
 - 22.2.1 The testimonials must be signed.
 - 22.2.2 The project must be within the period specified in the bid.
 - 22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.
 - 22.2.4 The project must have a minimum contract period as specified in the bid.
 - 22.2.5 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.
 - 22.2.6 The testimonial must indicate the client's name, contact particulars and Email address.
 - 22.2.7 The testimonial must be dated.
 - 22.2.8 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.
- 22.3 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- 22.4 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):
 - 22.4.1 An unacceptable performance or



- 22.4.2 Not unacceptable, but needs Improvement or
- 22.4.3 A Satisfactory performance or
- 22.4.4 Above Satisfactory
- 22.4.5 Excellent performance
- 22.5 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.
- 22.6 It is the bidder's responsibility to ensure that their references are contactable.
- 22.7 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.
- 22.8 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.
- 22.9 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.
- 22.10 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.
- 22.11 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

23 POINTS FOR SPECIFIC GOAL:

23.1 The Department will give points for specific goals for this bid as per the table below:

23.1.1 For cases with a rand value greater than R 2000,00 and up to a R 1million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

| The following specific goals are applicable (Maximum 20 points) | |
|---|------------------|
| Description of Specific Goal for which points will be allocated | Points |
| 1. An EME or QSE or any entity which is at least 51% owned by black people | 10 points |
| 2. An EME or QSE which is at least 51% owned by women | 4 points |
| 3. An EME or QSE which is at least 51% owned by people with disabilities | 2 points |
| 4. An EME or QSE which is at least 51% owned by youth | 2 points |
| 5. Points for local will be allocated to bidders who reside within the Eastern Cape and has submitted the necessary documentation as listed in the PA03/PA04 | 2 points |
| TOTAL POINTS | 20 points |

23.1.2 For cases with a rand value greater than R 1 million and up to a R 50 million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

| The following specific goals are applicable (Maximum 20 points) | |
|---|---------------|
| Description of Specific Goal for which points will be allocated | Points |
| 1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) | 10 points |
| 2. An EME or QSE which is at least 51% owned by women | 4 points |
| 3. An EME or QSE which is at least 51% owned by people with disabilities | 2 points |
| 4. An EME or QSE which is at least 51% owned by youth | 2 points |
| 5. Points for local will be allocated to bidders who reside within the Eastern Cape and has submitted the necessary documentation as listed in the PA03/PA04 | 2 points |



The following specific goals are applicable (Maximum 20 points)

| Description of Specific Goal for which points will be allocated | Points |
|---|------------------|
| TOTAL POINTS | 20 points |

23.1.3 For a bidder to be awarded the points for specific goals as per the table above, the bidder must submit proof with the bid at the closing date and time.

23.1.4 The required proof to be submitted is specified in the tables of Form PA 16.

24 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

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

25 DISCLAIMER

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

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

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

TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonial/ reference letters only. Bidders may use their own formats.

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. Testimonial for (name of bidder) _____

2. Name of Client/ Employer: _____

3. Project description _____

4. Contract start date _____

5. Contract end date or Practical Completion date: _____

6. Contract duration _____

7. Contract Sum _____

8. Percentage completion of the contract: _____ %
(The percentage completion must be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

9. Percentage of R- value of the Contract Sum spent to date: _____ %
(The percentage R-value of the contract sum spent to date must be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

10. Client contact number _____

11. Client physical address _____

12. Client e-mail address _____

13. Performance rating of the bidder in respect of 1) quality, 2)time and 3) adherence to Contractual obligations (complete table below)

| Description | Rating of Bidder's performance | | | | |
|--------------------|---------------------------------------|--|---------------------------------------|---|------------------------------------|
| | Rating: 1 Unacceptable performance | Rating: 2 Performance not unacceptable, but needs improvement | Rating: 3 Satisfactory Performance | Rating: 4 Above Satisfactory performance | Rating: 5 Excellent performance |
| 1. Quality of work | | | | | |
| 2. Time | | | | | |
| 3. Adherence | | | | | |

14. Client signature _____

15. Date of testimonial _____

Client Stamp here

TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonial/ reference letters only. Bidders may use their own formats.

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. Testimonial for (name of bidder) _____

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4. Contract start date _____

5. Contract end date or Practical Completion date: _____

6. Contract duration _____

7. Contract Sum _____

8. Percentage completion of the contract: _____ %
(The percentage completion must be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

9. Percentage of R- value of the Contract Sum spent to date: _____ %
(The percentage R-value of the contract sum spent to date must be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

10. Client contact number _____

11. Client physical address _____

12. Client e-mail address _____

13. Performance rating of the bidder in respect of 1) quality, 2)time and 3) adherence to Contractual obligations (complete table below)

| Description | Rating of Bidder's performance | | | | |
|--------------------|---------------------------------------|--|---------------------------------------|---|------------------------------------|
| | Rating: 1 Unacceptable performance | Rating: 2 Performance not unacceptable, but needs Improvement | Rating: 3 Satisfactory Performance | Rating: 4 Above Satisfactory performance | Rating: 5 Excellent performance |
| 1. Quality of work | | | | | |
| 2. Time | | | | | |
| 3. Adherence | | | | | |

14. Client signature _____

15. Date of testimonial _____

Client Stamp here

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

| | |
|---------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

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

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

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

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of / / , the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

| | | |
|------------|--------------|--|
| BEP | R1.8 million | |
| Contractor | R3.0 million | |
| Supplier | R3.0 million | |

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

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

| | | |
|---------------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| At least 30% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |
| Less than 30% Black Owned | Level Five (80% B-BBEE procurement recognition level) | |

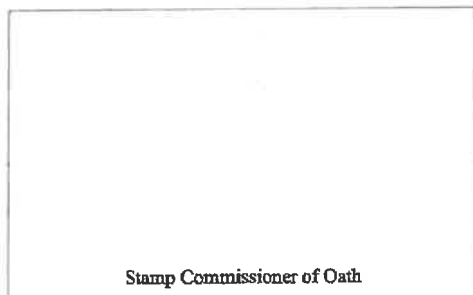
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



Stamp Commissioner of Oath

Construction Sector Affidavit