



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

National Department of Public Works & Infrastructure  
Eben Danges Building, Hancock Street, North End  
Port Elizabeth, 6056 or Private Bag x 3913, North End  
Port Elizabeth, 6056

**QUOTATION DOCUMENT**

**REQUEST FOR A QUOTATION**

FOR THE PROJECT: PORT ELIZABETH; NATIONAL DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE: QUOTATION FOR TOILET PAPER 2PLY GOOD QUALITY, SA'S NO 1 CLEAN  
FRESH WHITE = 150 DALES (7200) EACH

QUOTATION NUMBER: TOILET PAPER/2023

ADVERT DATE: 21/07/2023

CLOSING DATE: 27/07/2023

TIME: 10:00

Documents can be email to: [aseka.gqoboka@dpw.gov.za](mailto:aseka.gqoboka@dpw.gov.za) or [Tsepo.Ngale@dpw.gov.za](mailto:Tsepo.Ngale@dpw.gov.za) @  
10:00am

QUOTATIONS CONTACT DETAILS: Ms Aseka Gqoboka: 041- 408 2083 or Tsepo Ngale at 041-  
408 2142

July 2023

NAME OF THE TENDERER.....

**PA 32: INVITATION TO BID**  
**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF PURCHASING AGENCY)			
BID NUMBER	CLOSING DATE: 05/06/2023	CLOSING TIME	10:00AM
DESCRIPTION	BUILD PAPER & ITY GOOD QUALITY, FRESH WHITE, SIZE NOT CLEAN 192 BAI.FS (300) BACS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (UPV04, 1GS or DF041.23E). BID RESPONSE DOCUMENTS MAY BE DOWNLOADED IN THE BID SYSTEM (UNICA) (SINGLE ADDRESS)			

Bidder Name: <u>Dealing</u> CON: <u>Llancock and Riskal Street</u> OR POSTED TO:  
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SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
PHONE ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
FAX NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
EMAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TAX ID	OR	USE NO
SIGNATURE OF BIDDER			DATE
CAPACITY UNDER WHICH THE BID IS SIGNED (Attach proof of authority to sign this bid e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BIDDING (WILL 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		EMAIL ADDRESS	
EMAIL ADDRESS			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b> 1.1 BIDS MUST BE DELIVERED BY THE OFFICER TO THE CORRECT ADDRESS AND MUST 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 (CSDB) 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 CSDB, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP MEMBERSHIP/IDENTITY NUMBERS, TAX COMPLIANCE STATUS) MAY NOT BE SUBMITTED WITH THE BID
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1.5. THE BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2002 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 SARS – THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (YES) OR NO MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER AND CONFIRM E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A JOINT BID TOGETHER WITH THE EBU.

2.5. IN BIDS BY THE UNDERTAKING JOINT VENTURES / SUB-CONTRACTORS AND INDIVIDUALS EACH PARTY MUST SUBMIT A SEPARATE AND UNIQUE PERSONAL ID NUMBER.

2.6. WHERE NO PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE SUBMITTED.

**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.

**NOTE:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
**How Bid:**

- a) In respect of the VAT status of the bidder, bidder must indicate the bid price under Section 5(1)(c) of the Value Added Tax Act 1991 where the bidder's bid price could be lower (subject to VAT) by reason of the bidder's bid being processed under the Value Added Tax (VAT) Exempt.
- b) All delivery costs must be included in the bid price, for delivery at the purchaser's destination.
- c) The price bid appears on this form will be used to determine the acceptance price in the award document.
- d) The grand total of the bid price (including the value added tax) should be included in the bid price and be transferred to the form (SARS).
- e) Where there are no tax additions to the grand total price (other than value added tax) on the bid price offered, the price must be the VAT bid price and bidder should indicate that the bidder's bid price is a VAT exempt bid in this regard.

\* All applicants must include value-added tax, 14% as yet, and company tax, company tax, insurance fund contributions and skills development levies.



**PA-09 (GS): LIST OF RETURNABLE DOCUMENTS**

Project title:	TO LET PAPER 2PLY COORDINATELY, "FRESH" WHITE, 24'S NO 100' ROLL		
Project leader:	A.GOODSON	Bid / Quote no:	

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:  
 (6% Bidder Fee (to be determined through a bid opening) and/or documents have been completed and returned by the bidder(s))

Bid Document Name:	Number of Pages:	Returnable document:
PA 22 INVITATION TO BID	2 Pages	<input checked="" type="checkbox"/>
PA 11 STATE LICENSE CLAIMING POINTS	1 Page	<input checked="" type="checkbox"/>
SWORN AFFIDAVIT: BBBEE CERTIFICATION	2 Pages	<input type="checkbox"/>
PA 11 BIDDERS DISCLOSURE	3 Pages	<input type="checkbox"/>
PA 40 DECLARATION OF WORK	2 Pages	<input checked="" type="checkbox"/>
PA-10 GENERAL CONDITIONS OF CONTRACT	10 Pages	<input type="checkbox"/>
SPECIAL CONDITIONS OF BID	0 Pages	<input checked="" type="checkbox"/>
ID COPY	Pages	<input checked="" type="checkbox"/>
DSD REPORT	Pages	<input type="checkbox"/>
TAX COMPLIANCE STATE	1 Page	<input type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
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	Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>

Name of Bidder:	Signature:	Date:

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

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

Quotation description:	TOILET PAPER 2 PLY GOOD QUALITY, RMPSP WHITE, SA'S NO 1 CLEAN = 150 BALES (7200) Each		
Quote no:		Closing date:	26/07/2023
Closing time:	11H00	Validity period:	30 days

### 1. RESPONSIVENESS CRITERIA

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

1	<input type="checkbox"/>	Only those bidders 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 allowed in accordance to mail, or by writing legibly in non erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA 32: The table to Bid
6	<input type="checkbox"/>	Submission of record of bidding compulsory briefing session insert mechanism why the tender clarification meeting is deemed compulsory
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

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

The Employer reserves the right to request further information regarding the unincorporated or being falling outside of the incorporation and/or documentation within seven (7) business days from request or as specifically indicated. Will disqualify the tender offer from further consideration.

1	<input type="checkbox"/>	Any declaration to be initiated by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of boards of directors or PA15.3 Special Resolution of Consortia or JV's
2	<input type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3); Resolution of the legal entity, or so authorised joint venture authorising a declared consortium to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-15.1) tender disclosure.

4	<input checked="" type="checkbox"/>	Submission of (PA-60) Declaration of Designated Groups for Preferential Procurement
5	<input checked="" type="checkbox"/>	Submission of record of Registrar on National Treasury's Central Supplier Database (CSD) or (if not in Supplier Registration Number on the form of offer)
8	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Special Conditions of bid shall apply
7	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria

1.3. Indicate administrative requirements applicable for specific goals. Tenderers will not be required to submit the below document if not provided in the original tender proposals. Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unique joint ventures) and joint ventures must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

2. 6020 POINTS SCORING SYSTEM WILL BE APPLICABLE FOR THIS BID

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

3.1. 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 in table 1 below are applicable.

Table 1

Goal No	Specific Goal	Preference Points Allocated out of 20	The information to be submitted by bidders to validate their claim
1.	An EME or MSE where at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited B-BBEE Certificate or Score Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Ward or Province area for work to be done or services to be rendered in that area (Mandatory)	7	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>or</li> <li>Any receipt or statement which is in the name of the bidder.</li> <li>or</li> <li>Permission to Occupy Form (not valid in case of residential) which is in the name of the bidder.</li> <li>or</li> </ul>

			<ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder</li> </ul>
3	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited with 1 Certificate or Sworn Affidavit where applicable.</li> </ul>
4	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited QSEE Certificate or Sworn Affidavit where applicable</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</li> </ul>
5	An EME or QSE which is at least 51% owned by Black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited with 1 Certificate or Sworn Affidavit where applicable.</li> </ul>

#### 4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official form provided with this invitation and completed in one, preferably black, completed forms must be delivered to the Department of Public Works and its structure at the following address or email below:

The quotation, together with the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract, Attached Terms and Conditions should be signed and sealed with the official documents.

The fees of the successful service provider must, under any tendering arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

Quotation can only be submitted during working hours on **Monday** at the following address: **Insert physical address** **Insert postal code**.

A **subject matter** meeting with representatives of the Department of Public Works and its structure will take place at **Insert address** on **dd/mm/yyyy** starting at **Insert time**.

#### 5. ENQUIRIES:

5.1. Technical enquiries may be addressed to:

DPWI Project Manager		Telephone no:	
Cellular phone no		Fax no:	
E-mail			





## 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 recited hereunder.

Where a person's name is 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 an, 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	State of State Institution

(1) The person, by one person or a group of persons holding the majority of the equity of an enterprise, individually. 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 consortium 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, price, including methods, factors or formulae used in calculating 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 of 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.

I affirm that I am an individual and not a representative of any person for the purpose of submitting this declaration, proposal, capital, resources, bid or bid document in an application for the membership of the institution.

Any reference to words "Bid" or "Bids" shall refer in any other DOCUMENTS to be construed to have the same meaning as the words "Tender" or "Tenders".

- 5.7 I am aware that, in addition and without prejudice to any other remedy provided or 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 AGT AGAINST ME IN TERMS OF PARAGRAPH 0 OF PFMA SCM INSTRUCTION 03 OF 2021/22 OR PREVENTIVE 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 total of four (4) pages.



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

Name of Tenderer .....  SME  QSE  Non-EMERDEBE (tick applicable box)

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

Name and Surname of	Identity/ Passport number and Citizenship	Percentage owned	Black	Indicates if youth	Indicates if woman	Indicates if person with disability	Indicates 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, Class Corporation, Partnership, Joint Venture, Joint Venture with the existing Company together with applicable number and share code of South African citizenship obtained (if of great value, a person may be in South Africa.)

\* PME: Personal Micro Enterprise  
 \* QSE: Qualifying Small Business Enterprise



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

**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 in particulars contained in this offer are true and accurate in all respects;
2. The Head-based Bid, Economic Empowerment Act, 2008 (Act 50 of 2008), Preferential Procurement Policy Framework Act, 2006 (Act 5 of 2006), the Preferential Procurement Regulations, 2017, National Small Business Act 132 of 1998 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 constitute the Tenderer's offer herein as well as any other tender offer(s) of the Tenderer and such misrepresentation or fraudulent information being evaluated shall constitute the Employer's offer herein as well as any other tender offer(s) of the Employer;
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 failing to accept a commercially reasonable offer as a result of any such misrepresentation or fraudulent information provided herein;
5. Any further commentary and/or 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

**BYFORM APPLICANT – B-BBKE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & surname	
Matriculation	

Herewith declare under oath as follows:

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

Enterprise Name	
Trading Name (if applicable)	
Registration Number	
Enterprise Physical Address	
Type of Entity (CC, Pty) (If Sole Proprietor)	
Nature of Corporation/Business	
Definition of 'Black people'	As per the Unemployment Black Economic Empowerment Act 38 of 2003 as amended by Act No 48 of 2012 "Black people" is a generic term which means African Citizens and includes – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who have no citizens of the Republic of South Africa by naturalization – i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have had qualified to acquire citizenship by naturalization prior to such 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 1988; (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 qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

3. The equity shares under Cash that:

1. The Enterprise is \_\_\_\_\_ % Black Owned using the flow through principle as per Amended Code Series 100 of the Amended Code of Good Practices issued under section 9(1) of E-BBEE Act No 53 of 2003 as Amended by Act No 18 of 2013.

2. The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Code of Good Practices issued under section 9(1) of E-BBEE Act No 53 of 2003 as Amended by Act No 18 of 2013.

3. The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Code of Good Practices issued under section 9(1) of E-BBEE Act No 53 of 2003 as Amended by Act No 18 of 2013.

4. Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People Living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

5. Based on the Audited Financial Statements/ Financial Statements and other information available on the (date) (month) (year) of \_\_\_\_\_ (NOTARYYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and 49,999,999.99 (R10 Million Rands).

Please Confirm if the above falls the 7-BBEE Tax Contributor, by ticking the applicable box.

100% Black Owned	Level One (100% B-BBEE) (not recognized level)	
At Least 61% Black owned	Level Two (100% E-BBEE) (recognized level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and subscribe the affidavit on my conscience and on the laws of the enterprise which I represent in this matter.

5. This affidavit will be valid for a period of 12 months from the date signed by me/our/their.

Deponent Signature \_\_\_\_\_

Date \_\_\_\_\_

Contributor of Oath  
Signature & stamp

\_\_\_\_\_  
Signature & stamp of Oath

**SPONSOR AFFIDAVIT – IN SUPPORT OF AN APPLICATION FOR A BUSINESS VISA (FORM 12AF)**

**I. Information provided**

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 (Select one) 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 (Pty, Prop, Ltd, Bcorp, Trust etc.)	
Nature of Contribution Business:	
Definition of "Black People"	As per the Broad-Based Black Empowerment Act No 53 of 2003 as Amended by Act No 48 of 2015 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or (c) who became citizens of the Republic of South Africa by naturalization on 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 mean: (a) under-prioritized black people in retirement who are not required by law to attend an educational institution and not seeking employment in an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1993; (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 qualify to be called a military veteran in terms of the Military Veterans Act of 2011;



3. I hereby declare under oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Section 100 of the Amended Code of Great Practices Issues under section 9(1) of B-BBEE Act No 68 of 2008 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Section 100 of the Amended Code of Great Practices issued under section 9(1) of B-BBEE Act No 68 of 2008 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Section 100 of the Amended Code of Great Practices issued under section 9(1) of B-BBEE Act No 68 of 2008 as Amended by Act No 46 of 2013.
- I/We, Designated Group Owned % Breakdown as per the definition as above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black Unemployed in Rural Areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements, Interim Statements and other information available on the internet, as at the end of \_\_\_\_\_ (DD/MM/YYYY), the annual Total Revenue was Rm \_\_\_\_\_ (in Million Rand) or less. I/We hereby Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (100% B-BBEE) procurement recognition (100%)	
At least 51% Black Owned	Level Two (100% B-BBEE) procurement recognition (50%)	
At least 51% Black Owned	Level Four (100% B-BBEE) procurement recognition (20%)	

4. I have read and understood the contents of this affidavit and I have no objection to take the prescribed oath and execute the same having on my conscience and on the oaths of the oaths so which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the declarant.

Declarant Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Commissioner of Oaths  
Signature & Stamp

Stamp Commissioner of Oaths



## 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 the 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:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1. 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 in table 1 below are applicable.

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission to Occupy from local chief in case of rural areas (PTC) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	1	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

			<p>are</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCP-USA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

**Table 2**

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 or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2	Located in a specific Local Municipality or District Municipality or Metro or Futhwa area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>Any account or bank term which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTC) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registrar (NCPDSA)</p>

5	An EME or CSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**1.6.3. For procurement transaction with rand value greater than R50 Million (inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

**NB. The use of one of goal numbers 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 12	Documentation to be submitted by bidders to validate their claim
1.	An EME or CSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>Permission to Occupy from local chief in case of rural areas (PTC) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder</li> </ul>

	5	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
	4	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability In South Africa registration (NCPDGA)</p>
	<b>OR</b>			
	5.1.1	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable</li> </ul>

1.6 Failure on the part of the tenderer to submit proof of 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 regarded 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;

- (a) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) "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 means 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\max} - P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\max} - P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{\min}$  = 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\max} - P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max} - P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration



**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 6(2); 8(2) and 7(7) 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 documented or stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(7) of the Regulations, which states that "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 non-re-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 80/10 and 80/20 preference point system.

Table 4: 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 for procurement purposes) with rand value greater than R1 Million; which employs 5+ % owned by black people	4	11		

The specific goals allocated points in terms of this tender	Number of points allocated (80/10 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 (80/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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 for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

**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 proprietor
- Close corporation

Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non Profit Company  
 State Owned Company  
 [TICK AN APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized to do so on behalf of this company/firm, certify that the points claimed above on the specific goals as advised in the tender, qualify the company/firm for the preference(s) shown and I am satisfied that:

- (i) The information furnished is true and correct;
- (j) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (k) In the event of a contract being awarded as a result of points earned as shown in paragraphs 4.4 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;
- (l) 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) declare 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 award/offer is/are made (from the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME</b> .....</p>
<p><b>DATE</b> .....</p>
<p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



## 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. Any other condition (old rule) in the bid document in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take precedence.
- 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 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 box as indicated in the bid document.
- 3.7. Bidders must ensure that bid submissions 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 timely 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 in 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 in person, but they failed 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 in person, and it is not deposited in the bid box in person.
  - 3.8.3. The bid documents were sent 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 Bidders).



- 3.10 Bidders who are not registered on the GSD, must register on the GSD within 7 working days, if requested, in detail. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the GSD.
- 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, in 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-compliance 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 execution 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 extension of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
  - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
  - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
  - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
  - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
  - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

#### 6. BRAND NAMES

- 6.1 Wherever a brand name is specified in the bid document (i.e. in the specifications, pricing schedule or all of quantity or anywhere in this document) the department's requirement is not limited to the specified brand name, but requires an item 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 An 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 authorized 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 directoral 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" Part 15.1 (PA 15.1: Resolution of Board of Directors). If it 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, a 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 as invalid.

## **9. CONTRACT PERIOD**

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

## **10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

10.1 The Bid will be awarded to the bidder who scores the highest PFPFA number of 90/100:

- 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 the tenderer.

#### **12. TAX COMPLIANCE**

- 12.1 No tender shall be awarded to a bidder who is not tax-compliant.
- 12.2 All bidders tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CRG.
- 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 in the bid, 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 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 as required in the bid documents, a process is 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 documents must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders whose copies comply with the minimum requirements above will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department do not request any corrections.



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

#### **15. REQUIREMENTS FOR A VALID BBEE CERTIFICATE 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) % as per paragraph 3, it is not mandatory to complete the table, it can be left blank.
  - 15.1.4 The B-BBEE Level/Contribution must be indicated (in black).
  - 15.1.5 The Annual Total Revenue must be based on the latest financial year-end and a Financial Statement/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 from 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 (Contractor) 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 (Contractor).
  - 15.1.10 The "Sworn Affidavit" submitted must be correctly signed and stamped by the Contractowner or Omb.
  - 15.1.11 For construction bids, a "Sworn Affidavit" issued in terms of the amended Companies Act Sector Code; (Gazette No. 600 No. 41267) and in terms of paragraph 3.8.2.4.1 (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 Companies Act 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 2002 "if there will not be allowed if they do not submit B-BBEE – certificates or a valid sworn affidavit". 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 B-BBEE Certificate and/or "Sworn Affidavit" as specified in the Special Conditions of Tender apply.
- 16.4 Parties to an Unincorporated Joint Venture must submit to own unexpired 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-8 form in conjunction the PA-10 form or an incomplete PA-10 form, is not an elimination criteria.
- 16.7 If a bidder submits the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA-10 is not signed or dated or witnessed or it is not properly completed, or is not submitted or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA-10.
- 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 additional certifications.
- 16.9 No submissions of alternative offer 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 complete its PA-11 form, if the bidder omitted to sign or to complete or is 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 prevail.
- 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 of 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 of 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 order of:
  - 18.5.1 It must be signed by an authorized person of the Bidder;



- 19.5.2 The Surname with initials/ Name of the authorised person must be clearly indicated;
  - 19.5.3 The date on the form of offer must be completed;
  - 19.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 19.6 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 a reasonable ink and the use of correcting fluid (typex) 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;
  - 19.3.3 Advise the tenderer to amend/ rectify any non-compliance, 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 omit to or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required supporting proof or supportive documents for that particular section(s) of the document, may be 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 testimonials 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 testimonials must clearly indicate the contract start date and contract end date/ practical completion date.
  - 22.2.6 The testimonials must indicate the client's name, contact details, fax and E-mail address.
  - 22.2.7 The testimonials must be dated.
  - 22.2.8 The testimonials must be stamped by the client. If the testimonials is not stamped, the Department may still consider the testimonials if 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 as contract value.
- 22.4 The bidder's performance should be indicated in the testimonials either as (or indicated as a combination of):
  - 22.4.1 An unacceptable performance or



- 22.4.2 No, unless explained, 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 deem 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 Department will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not on reachable 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. A similar comment may be deemed as an unsatisfactory performance.
- 22.9 Bidders will not be afforded to submit new testimonials, if their 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 documents (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in the evaluation 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 SME or any entity which is at least 51% owned by black people	10 points
2. An EME or SME which is at least 51% owned by women	4 points
3. An EME or SME which is at least 51% owned by people with disabilities	2 points
4. An EME or SME which is at least 51% owned by youth	2 points
5. Located in a specific Municipality or District Municipality or Metro or Province for work to be done or service to be rendered in that area	2 points
<b>TOTAL POINTS</b>	<b>20 points</b>

23.1.2 For cases with a rand value greater than R 1 million and up to a R 60 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 SME or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10 points
2. An EME or SME which is at least 51% owned by women	4 points
3. An EME or SME which is at least 51% owned by people with disabilities	2 points
4. An EME or SME which is at least 51% owned by youth	2 points
5. Located in a specific Municipality or District Municipality or Metro or Province for work to be done or service to be rendered in that area	2 points
<b>TOTAL POINTS</b>	<b>20 points</b>



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 18.

## **24 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION**

<b>CRITERIA</b>	<b>SPECIAL CONDITIONS OF BID</b>
a) A firm incorporated, incorporated effective May 2017 under the Close Corporations Act 1984 (Act 96 of 1984, as amended).	Copy of the Founding Statement - CCI
b) A profit company duly registered as a private company, (including a small company that meets the criteria for a private company), whose Memorandum of Incorporation states the the company is a personal liability company in terms of Section 1(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copy of: i. Certificate of Incorporation - CMI, ii. Shareholding Certificate of all Shareholders of the company, plus a signed statement of the company's Auditor, including each Shareholder's percentage shareholding percentage interest in the total number of Shares held by the company, 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 natural persons; or company(ies) duly registered as profit or non-profit company(ies).	Copy 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 - CMI and a signed statement of the company's Secretary or Author confirming that the company is a public company.
e) A non-profit company incorporated in terms of Section 19 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copy of: i. The Founding Statement - CCI and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, culture or social utility of Company or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. each natural person sole proprietor, or each of the Partners in the Partnership
g) A Trust	Deed of Trust duly bearing names of the Trustees; and Beneficiaries; as well as the purpose of the trust and the names of the Trustees.

## **25 DISCLAIMER**

25.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/justify 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 correspondence for written clarifications/queries to potential higher scored bidders only and to

25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "cleaned response" without requesting the written clarifications/queries of a matter which is eligible as per the "Special Conditions of Bid".



PA-10: General Conditions of Contract (GCC)

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

**NOTES:**

The purpose of this document is to:

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

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

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

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**Part 10: General Conditions of Contract (GCC)**

**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents or the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier as set out in the contract form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to or from the officer of a public official in the procurement process or in contract award.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise exports a commodity to its government and enters a market to purchase other goods.
- 1.6 "Country of origin" means the place where the goods were made, grown or produced or from which the materials were supplied. Goods are produced when, through manufacturing processes or substantial and major assembly of components, a not usually recognized raw material that is intrinsically different in basic characteristics or in purpose or utility from its component parts.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract in terms.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock availability in hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the consignee's store or depot or on the spot where the goods are to be used, in accordance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the required documents have been received and the goods are unloaded.
- 1.11 "Dumping" means when a private enterprise exports goods on its own initiative in the absence of an order at a price lower than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not resulting from the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and the general emergency.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the conclusion of a contract to the detriment of any bidder, and includes collusion or practices among bidders (pre or post bid submission) designed to establish bid prices or artificial competition, fix awards and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, material and services that the supplier is required to supply in the performance of the contract.



## Part 10: General Conditions of Contract (GCC)

- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are to be imported (whether by the supplier or the subcontractor); and which costs are inclusive of the costs abroad, plus freight and other direct transportation costs such as landing costs, dock dues, import duty, warehouse or other similar tax or duty in the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplier covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provision that was manufactured in the Republic.
- 1.18. "Manufacture" means the production of goods in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in the bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "GCC" means the General Conditions of Contract.
- 1.24. "Services" means those in-kind services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, consulting, spare parts, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten or in any form of electronic communication.

## 2. Application

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

## 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid, where applicable a non-refundable fee to accompany the bid.
- 3.2. Written communication, instructions to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag 285, Pretoria 0001 or accessed electronically from [www.tenders.gov.za](http://www.tenders.gov.za).

## 4. Standards

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

## 5. Use of contract documents and information: Inspection

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

**Part 6: General Conditions of Contract (GCC)**

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

- 6.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information transmitted in GCC clause 6.1 except for purposes of performing the contract.
- 6.3. Any document, other than the contract itself mentioned in GCC clause 6.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract (as required by the contract).
- 6.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of an award the successful bidder shall furnish to the purchaser the performance security of the amount specified in GCC.

- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to comply with obligations under the contract.

- 7.3. The performance security shall be demonstrated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank licensed in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier in full within thirty (30) days following the date of completion of the supplier's performance under the contract, including any warranty obligations, unless otherwise specified in GCC.

**8. Inspections, tests and analyses**

- 8.1. All pre-existing testing will be for the account of the bidder.

- 8.2. If it is to be verified that supplies or services to be produced or rendered should at any stage during production or execution or on completion be subject to inspection the purchaser of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3. If there are no inspection requirements indicated in the Bidding documents and no mention is made in the contract, but during the contract period it is decided that inspection shall be carried out, the purchaser shall itself make the necessary arrangements (including payment arrangements with the testing authority concerned).

- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplier to be in performance with the contract requirements the cost of the inspections, tests and analyses shall be borne by the purchaser.

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





**Part 10: General Conditions of Contract (GCC)**

- 8.6. Supplier and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any rejected supplies may be or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned to the supplier and the risk shall then revert to the supplier. The supplier shall provide the substitute supplies forthwith and the contractor may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the request of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract or account of a breach of the conditions thereof, or to claim amounts in terms of Clause 28 of GCC.

**9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without the need for dunnage, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing shall also be of weight and design to ensure no damage to the goods at the destination and the absence of heavy sweating facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in GCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

- 12.1. Should a purchaser want an all-inclusive delivered price as required, this shall be specified in the GCC.

**13. Incidental services**

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



## Part C: General Contractual Conditions (GCC)

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

### 18. Contract amendments

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

### 19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations or perform under the contract agreed with the purchaser or its agent without consent.

### 20. Subcontracts

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

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

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

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

21.2. No provision in a contract shall be deemed to prohibit the sourcing of supplies or services from a national/departmental/provincial department or a local authority.

21.3. The right is reserved to procure outside of the contract small quantities of goods and/or essential services executed in an emergency where the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

### 22. Penalties

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

### 23. Termination for default

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



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- (a) If the supplier fails to deliver any or all of the goods within the periods specified in the contract or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to comply with any other obligations under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose restrictions on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier at any time with the supplier, the supplier will be allowed with a period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond with the stipulated timeline (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly owns or manages or may exercise control over the enterprise of the restricted person, and with which the restricted person is or was in the opinion of the Accounting Officer/ Authority closely associated.
- 23.6. If a restriction is imposed the purchaser must, within five (5) working days of such imposition furnish The Accountant/ Treasury, with the following information:
- The name and address of the supplier within whose premises restricted by the purchaser.
  - The date of commencement of the restriction.
  - The period of the restriction, and
  - The reasons for the restriction.
- These details will be added to the National Treasury's central database of suppliers to be a prohibited from doing business with the public sector.
- 23.7. If a court of law provides a sanction of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corruption Act (No. 1) of 2004, the court may also declare that such persons name be entered in the Register for Tender Defaulters. When a person's name has been entered on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of registration and such case will be dealt with at its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1. When after the date of bid provision payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment for anti-dumping or countervailing right is increased, in respect of any dumped or subsidized import, the Government hereby empowers and requires or imposes, or for the amount of any such increase, when, after the sale date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or when the amount of such provisional payment or any such right is reduced, any such refundable difference shall on demand be paid to/with by the contractor in the Schedule A Slava may deduct such amount from moneys if any, which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or to be called in/claimed in/owed to him of the contract or any other contract in any other amount which may be due to him.



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**28. Governing language**

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

**29. Applicable law**

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

**30. Notices**

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

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

**31. Taxes and duties**

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

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred and delivery of the contracted goods by the purchaser.

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

**32. National Industrial Participation Programme (NIPPI)**

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

**33. Prohibition of Restrictive Practices**

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

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

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

Name of Bidder	Signature	Date