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SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The forms in the Table of Contents and on the PA-03(GS): Notice and Invitation for Quotation should be properly completed and signed and returned on or before the due date and time.
2. **NB:** PA11: Bidder's Disclosure should be properly/duly completed, dated and signed. *Bidders or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise must disclose any interest in any other related enterprise whether or not they are bidding for this contract.*
3. The total offer on the pricing schedule must be carried over to the PA32 (Invitation to Bid) or the quote will be deemed as non-responsive and will not be evaluated further.
4. No late, incomplete or quotations with correctional fluid will be accepted.
5. Deposit your Quotation into the Quotation box on the Ground floor, customs House Lower Heerengracht, Cape Town.
6. Quotations are valid for 84 days for thresholds from R2 000.00 up to R1 million.
7. The bidder must make provision for exchanges and or changes in sizes where applicable at no additional cost to the Department.
8. Failure to comply with product specifications and inability to meet delivery times will render the purchase order to be cancel. If the bidder is a VAT vendor /registered the bidder is required to explicitly state the VAT amount.
9. Bidders must include VAT at 15% in their bid offers if VAT Vendor.

10. Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member or shareholder (where applicable).
11. In the event that one or more bidders are equal in all respects the award will be decided by drawing of lots.
12. Bidders must ensure that PA 32 is duly completed, failure to complete in full will result to elimination.

OTHER BID CONDITIONS

1. The Department reserves the right to negotiate the offer where it is found not to be market related.
2. All goods supplied must be approved by the South African Bureau of Standards (SABS) if applicable.
3. The Department reserves the right to request any additional information and / or samples of items quoted before mass production is undertaken at no cost to the Department if applicable.
4. Bidders should have an office/branch in the Western Cape
5. Bidders must be registered on the CSD and tax matters should remain compliant throughout the procurement process.
6. Due to a high volume of quotations received it is advisable to hand deliver your quotation to ensure receipt thereof.
7. Technical enquiries must be directed to the Project Leader as indicated on the PA-03 (GS).
8. The Department will contract with the successful bidder with an official order.
9. No work may commence without an official Departmental order.

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:	APPOINTMENT OF SERVICE PROVIDER: TRANSPORTATION OF MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS.
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Quote no:	200D23019	Closing date:	04/06/2024
Closing time:	11:00	Validity period:	84 days

1. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☐	Registration on National Treasury's Central Supplier Database.
8	☒	<i>Submission of duly completed PA-32. Grand total on Pricing schedule to be carried over to the PA32, failure to do so will result to the quotation being disqualified. Pricing Schedule must be duly completed.</i>
9	☒	<i>Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member or shareholder (where applicable).</i>

		<i>The bidder must submit proof of at least two completed project(s) in the transportation industry with a specific reference to executive transport with the minimum contract value of R500 000.00 accumulatively over the past ten (10) years from closing to date.</i> <i>The following documents must be submitted in relation to the above:</i> <i>1. Signed appointment letter(s) with clear contract description, contract value, contract duration and contact details.</i> <i>OR</i> <i>2. Service Level Agreement with clear contract description, contract value, contract duration and contact details.</i> <i>OR</i> <i>3. Purchase order with clear description value .</i> <i>Each of the above submitted documents must be accompanied by reference letter and must be aligned to the submitted completed project.</i> <i>Failure to submit any of the above required documents will render the quote non-responsive and duly disqualified.</i>
10	☒	
11	☒	<i>Submission of proof of ownership (Motor vehicle & licence disc certificate) or intension to lease or Enatis report or intension to buy the required vehicles (7X45 seaters)</i>
12	☒	<i>Schedule of Quantities (1-3) must be duly completed.</i>

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

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

1	☐	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☐	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	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	☐	
8	☐	
9	☐	
10	☐	

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	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

2. 80/20 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

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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent.

			Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4. COLLECTION OF QUOTATION DOCUMENTS:

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

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

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

☐ Quotation documents may be collected during working hours on **insert date** at the following address **insert physical address insert postal code**.

☐ A **select** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at _____ on _____ starting at _____.

5. ENQUIRIES

5.1. Technical enquiries may be addressed to:

DPWI Project Manager	Clive Zeederberg	Telephone no:	021 402 2222
Cellular phone no	079 886 1177	Fax no:	
E-mail	clive.zeederberg@dpw.gov.za		

5.2. SCM enquiries may be addressed to:

SCM Official	Erica Ventura	Telephone no:	021 402 2078
Cellular phone no		Fax no:	
E-mail	erica.ventura@dpw.gov.za		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11:00am on 04/06/2024**.

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

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

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

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

For Internal Use

Effective date: July 2023

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Version 2.4



QUOTATION DOCUMENTS MAY BE DROPPED AT: GROUND FLOOR QUOTATION BOX, CUSTOMS HOUSE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE OR QUOTATION DOCUMENTS MAY BE POSTED TO : <i>n/a</i>	OR	QUOTATION DOCUMENT MAY BE EMAILED TO: <i>N/A</i>
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PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	200D23019	CLOSING DATE:	04/06/2024	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER: TRANSPORTATION OF MEMBERS OF PARLIAMENT AND SESSIONAL OFFICIALS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
HAND DELIVER TO: DEPT OF PUBLIC WORKS & INFRASTRUCTURE- CUSTOMS HOUSE QUOTATION BOX, GROUND FLOOR.				
DO NOT RETURN TO THE SEND PLEASE				
OR POSTED TO:				
N/A				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				

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

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

Note Well:

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

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

SCHEDULE OF QUANTITIES

PREAMBLE TO THE SCHEDULE OF QUANTITIES

1. The Schedule of Quantities shall be read in conjunction with the Notice to Tenderers (PA04, Terms of Reference and Special Conditions).
2. The Schedule of Quantities consist of items covering the Contractor's profit and cost of general liabilities.
3. Although the tenderer is at liberty to insert a rate of his own choice for each item in the Schedule, it should be noted that the Contractor is entitled under various circumstances to payment for additional services rendered and that the Department will base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
4. The unit prices inserted in the Schedule of Quantities shall be regarded as correct.
5. An amount or rate must be entered against each item in the Schedule of Quantities. An item against which no amount or rate is entered or where it has been indicated that full compensation for such item has been included in another item, that item will be considered to have a rate of nil. Grouping of a number of items together and tendering of one Lump Sum for such a group of items will not be permitted and may lead to rejection of the tender.
6. The Tenderer shall enter a rate for each item in the Schedule of Quantities in black ink.
7. The quantities reflected in the Schedule of Quantities are provisional and do not necessarily reflect the actual number of trips that will ultimately be required. All rates shall be in South African currency.
8. The Tenderer must when submitting his/her tender deliver proof that he/she has (possesses) the necessary bus(es) or will be able to transport the maximum number of passengers as indicated in the relevant category.
9. For the purposes of this tender, the word 'trip' shall mean a distance driven by a vehicle from a point of origin to the Parliament Precinct and back. The number of trips may vary depending on the Parliamentary Programme.

SCHEDULE OF QUANTITIES – 1.

ITEM	DESCRIPTION	QUANTITY/ TRIPS FOR 3 MONTHS	RATE PER TRIP	AMOUNT	
1.0	Transportation of Members of Parliament and Sessional Officials from Acacia Park to Parliament return trip.				
1.1	See (Annexure A at back of schedule for a more detailed description of service required)				
1.2	Normal Hours 3 x 45 Seater Busses	48	R.....	R.....	.....
	TOTAL			R.....	.....

SCHEDULE OF QUANTITIES – 2.

ITEM	DESCRIPTION	QUANTITY/ TRIPS FOR 3 MONTHS	RATE PER TRIP	AMOUNT	
2.0	Transportation of Members Parliament and Sessional Officials from: Laboria Park to Parliament return trip.				
2.1	See (Annexure B at back of schedule for a more detailed description of service required)				
2.2	Normal Hours 2 X 45 Seater Busses	48	R.....	R.....	.....
	TOTAL			R.....	.....

SCHEDULE OF QUANTITIES – 3.

ITEM	DESCRIPTION	QUANTITY/ TRIPS FOR 3 MONTHS	RATE PER TRIP	AMOUNT	
3.0	Transportation of Members of Parliament and Sessional Officials from Pelican Park to Parliament return trip.				
3.1	See (Annexure C at back of schedule for a more detailed description of service required)				
3.2	Normal Hours 2 X 45 Seater Busses	48	R.....	R.....	.....
	TOTAL			R.....	.....

SUMMARY FOR SCHEDULES 1-3

TOTAL OF SCHEDULES 1 TO 3 R

PLUS VAT (15% if VAT Registered) R.....

GRAND TOTAL R
=====

Grand total on Schedule of Quantities to be carried over to the PA32, failure to transfer the grand total will result in the tender being disqualified.

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

TRANSPORTATION OF MEMBERS OF PARLIAMENT AND
SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From : Acacia Park Parliamentary Village

To : Parliament (Cape Town)

District: Cape Town

Return distance of route from Acacia Park Parliamentary Village to Parliament: $\pm$ 45 kilometres.

Estimated number of passengers to be transported on this route : 45

Transportation of Members of Parliament and Sessional Officials from Acacia Park to Parliament and back.

Buses will depart from different bus stops within the village. Before submission of the tender, the bidder must be acquainted with the specific nature and stops on route. Despite the distance indicated above, the responsibility rests with the bidder to be acquainted with the correct distance before submitting the bid because no adjustments will be made in terms of remuneration after signing the contract.

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

**TRANSPORTATION OF MEMBERS OF PARLIAMENT AND
SESSIONAL OFFICIALS**

DETAILED DESCRIPTION OF SERVICE

From : Laboria Park Parliamentary Village

To : Parliament (Cape Town)

District: Cape Town

Return distance of route from Laboria Park Parliamentary Village to Parliament: $\pm$ 50 kilometres.

Estimated number of passengers to be transported on this route : 45

Transportation of Members of Parliament and Sessional Officials from Laboria Park to Parliament and back.

Buses will depart from different bus stops within the village. Before submission of the tender, the bidder must be acquainted with the specific nature and stops on route. Despite the distance indicated above, the responsibility rests with the bidder to be acquainted with the correct distance before submitting the bid because no adjustments will be made in terms of remuneration after signing the contract.

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

TRANSPORTATION OF MEMBERS OF PARLIAMENT AND
SESSIONAL OFFICIALS

DETAILED DESCRIPTION OF SERVICE

From : Pelican Park Parliamentary Village

To : Parliament (Cape Town)

District: Cape Town

Return distance of route from Pelican Park Parliamentary Village to Parliament: $\pm$ 50 kilometres.

Estimated number of passengers to be transported on this route : 45

Transportation of Members of Parliament and Sessional Officials from Pelican Park to Parliament and back.

Buses will depart from different bus stops within the village. Before submission of the tender, the bidder must be acquainted with the specific nature and stops on route. Despite the distance indicated above, the responsibility rests with the bidder to be acquainted with the correct distance before submitting the bid because no adjustments will be made in terms of remuneration after signing the contract.

**TERMS OF REFERENCE FOR THE PROVISION OF
TRANSPORT SERVICES FROM THE
PARLIAMENTARY VILLAGES:
TRANSPORTATION OF MEMBERS OF PARLIAMENT
AND SESSIONAL OFFICIALS TO PARLIAMENT
FROM THE THREE (3) VILLAGES.**

The terms of reference contained herein is for the purpose of providing a transport service from the three Parliamentary Villages as per the Schedule attached.

1. The bidder is required to have 7 x 45 or more seater fully luxurious coaches with ablution facilities to execute the service.
2. All busses must be registered in the name of the bidder, and proof of such registration must be submitted to the Department by means of the following;
 - 2.1 Motor vehicle and licence disc certificate or
 - 2.2 Intention to lease or
 - 2.3 Intention to buy or
 - 2.4 Enatis report

The above mentioned documents must be submitted with the tender document for evaluation purposes. Failure to submit will render the tender non-responsive.

3. Proof that vehicles are in a roadworthy condition must be provided(see par.2)
4. Any amendments or waiving of the stipulations of the contract must occur in writing, by mutual consent through the Departmental official, as indicated on the PA04 (GS): Notice and Invitation to Bid.
5. All rates and bid prices applicable must be inclusive of VAT for bidders who are Value Added Tax (VAT) registered.
6. The rates tendered must remain fixed for the duration of the contract and no adjustments must be made for any increase or decrease in tendered rates except in the event of VAT adjustments.
7. The text of the bid document, including the terms of reference and conditions of contract, must be adhered to and no alteration, crossing out, removal, omission or addition thereto by the bidder must be accepted.

8. The contract period must be the period of duration as per the bid document and commence on the date as stipulated in the letter of appointment.
9. Proof of insurance with a minimum value of R10m or a letter of intent covering transportation must accompany this tender.
10. Three (3) conductors must be employed for the duration of this contract. Proof of employment in a form of a signed letter by both parties (employer and employee) must be provided. Failure to submit will result in a security breach.
11. Copies of valid driver's licences as well as Professional Driver Permits (PDP) and operating licences must be submitted together with the bid document. Failure to submit will render the tender non-responsive.
12. Notwithstanding the above, the following requirements must be adhered to for evaluation purposes and included in the list of returnable document, where applicable:
 - 12.1 Vehicles used for the purpose of this contract are to be fully roadworthy and in an impeccable condition, both mechanically and aesthetically at all times and are to comply with Provincial and Municipal Regulations. Bidders will be held responsible for damages resultant of oil leaks, therefore buses leaking oil are not permitted to enter the Parliamentary Villages and the Parliamentary Precinct.
 - 12.2 Bidders are required to indicate which arrangements they intent to make in the event of breakdowns or failures and/or if more buses should be required. The bidders must submit their contingency plan with their bid document on the closing date.
 - 12.3 Bidders are responsible for obtaining the necessary operating licences/permits from the Chief Directorate Department of Mobility. Proof must be submitted with the tender document.

- 12.4 Bidders must ensure that all vehicles to be used to transport passengers have comprehensive insurance cover, i.e. passenger liability. Proof of insurance must be submitted with the bid.
- 12.5 Vehicles must be adequately maintained in order to minimise breakdowns. Proof of service history must be provided upon inspection, failure to submit will render the tender non-responsive.
- 12.6 The Department will conduct a site inspection to determine the condition of the busses before the award of the tender.
- 12.7 Correction fluid must not be used on any part of the bid document as this will render the bid invalid. Any corrections made must be scratched out and initialled by the bidder.
- 14. For the purpose of submitting the bid document, the attached Schedules must be completed. Bidders are advised to acquaint themselves with the Terms of Reference and Special Conditions.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Transportation Services for Prestige **Special Conditions of Contract**



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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1. **Parties**

The Parties to this Agreement are:

- a) _____, herein
after referred to as the Service Provider, and
- b) **the National Department of Public Works & Infrastructure** herein after
referred to as the Employer.

2. **Purpose of Agreement**

This contract will be based on a transportation agreement between the Department of Public Works & Infrastructure and the awarded Service Provider for which the Service Provider shall be the legal owner of adequate and appropriate bus transport and have the required experience as set out in the bid documents for the reliable and safe provision of transportation to and from the three Parliamentary villages for the specified service so required.

The purpose of this agreement is to regulate the relationship between the parties and administer the services to be rendered by the service provider.

3. **Definitions**

For interpretation purposes, the following terms will be defined:

In this contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 3.1 **Agreement** means this agreement between the Employer and the Service Provider unless specifically otherwise stated.
- 3.2 **Calendar month** shall mean a month commencing on the 1st day of the month and ending on the last day of the month.
- 3.3 **Certification** shall mean the certification by the Employer of the services rendered as per the schedules provided, whereby invoices shall be verified against the Employer's trip schedule.
- 3.4 **Commenced date** means the date the Agreement made in terms of the Form of Offer and Acceptance or similar Bid document comes into effect.
- 3.5 **Contract** means all documents included herewith for the provision of a transportation services from the Parliamentary villages to Parliament.
- 3.6 **Day** shall mean a calendar day



- 3.7 **Disputes** shall be directed to the Minister of the Department of Public Works & Infrastructure.
- 3.8 **Distance** shall mean the distance in kilometres contemplated from point A to point B.
- 3.9 **Employer** means the Department of Public Works & Infrastructure who shall be responsible for all payments to the Service Providers in respect of this Contract.
- 3.10 **Hours** shall mean 06h30 to 18h00 unless otherwise stipulated. The specific operating hours will be as stated in this contract.
- 3.11 **Invoice** and **Statement** may be used interchangeably and shall mean the document so designated by the Service Provider for the services rendered and to the Employer.
- 3.12 **Party** means the Employer and the Service Provider who are Parties under this contract.
- 3.13 **Schedule** shall mean a **Programme** or **Schedule** of Parliamentary sittings which may include late sittings and study groups or the School Calendar. The terms Schedule and Programme may be interchangeably applied.
- 3.14 **Service Provider** means the successful bidder awarded the contract.
- 3.15 **Single trip** shall mean a one way trip from point A to point B. Point A being the Parliamentary Village and point B being the destination in terms of the Schedule.
- 3.16 **Tariff** means the transport tariff fixed for the duration of the service as contemplated herein.
- 3.17 **Return distance** shall mean the distance in kilometres for a return trip.
- 3.18 **Return Trip** shall mean a two way trip i.e. a trip from point A to point B and back again to point A.

Together with the General Conditions of Contract these documents will form the basis for interpretation. However, in the event of a dispute, the conditions contained in the Special Conditions shall apply.

Where the context requires words imputing the singular shall also include the plural and vice versa and words imputing the masculine gender also include the female and the neuter.



4. Basis of Contract

- 4.1 The Service Provider shall take instructions only from the Employer and his designated representative so authorised.
- 4.2 The Service Provider shall, in the performance of the Contract, comply with all applicable transport laws, regulations, statutory provisions and inter alia and not limited to:

The Occupational Health and Safety Act No 85 of 1993, as amended;
The National Road Traffic Act, No 93 of 1996;
The Road Accident Fund Act No 19 of 2005;
The National Land Transport Act, No 5 of 2009, as amended.

- 4.3 The Employer shall accept no responsibility for any claims that might arise due to possible accidents resulting from the transportation of passengers. Evidence that the Service Provider is in compliance with all relevant regulations and provisions as stipulated shall be submitted upon commencement of the Contract and any renewals and/or amendments must be reported to the Employer as soon as possible thereafter.
- 4.4 In the event of any material change in the law applicable to this Contract or its implementation, the Parties shall, on the basis of good faith, discuss with each other as to the impact of such event(s) and seek to agree to such amendments as may be necessitated thereby. In the event of the failure of such discussions, the provisions in Clause 20 shall apply.
- 4.5 No addition to or variation, consensual cancellation or novation of this Contract and no waiver of any right arising from this Contract, or its breach or termination shall be of any force or effect unless reduced in writing and signed by the Parties or their duly authorised representatives.

5. Duration

- 5.1 ~~The Contract shall endure for a period of no longer than _____ months and may be extended or terminated with 1 month's notice.~~
- 5.2 Notwithstanding the above, performance under this Contract, shall be suspended for as long as and to the extent that such Party is prevented or hindered from performance by circumstances of force majeure.
- 5.3 In such circumstances, the Party so affected shall give prompt written notice to the other Party setting forth the nature and estimated duration of the relevant circumstances of force majeure, and the Parties shall co-operate and apply all reasonable efforts to minimise the effects of such force majeure.



- 5.4 If it is still not possible for the services to be performed, the Service Provider shall be entitled, at its sole cost and expense, to engage another to provide the services and the Service Provider shall invoice the Employer for services rendered as per this Agreement.
- 5.5 If the circumstances of force majeure are such as to substantially or permanently prevent the performance by either Party of its obligations in terms of this Agreement for a continuous period of more than ninety (90) days, either Party shall be entitled, on seven (7) days' written notice, to terminate this Contract in respect of any obligations still to be performed hereunder.

6. Remuneration

- 6.1 The Service Provider shall deliver to the Employer a monthly statement for payment of all amounts he considers to be due to him on the 1st day of the month but no later than the 7th day of the month; whereas the Employer shall make payment within 30 days of the date of receipt into the account of the Service Provider after the Employer has completed the Certification thereof.
- 6.2 Invoices shall be based on the number of trips as per the schedule so provided. Rates shall be fixed for the duration of the contract. No adjustment shall be allowed for any increase/decrease due to escalation of tariffs or fuel except for Value Added Tax (VAT) rate adjustments, when applicable.
- 6.3 The onus rests with the Service Provider to acquaint himself with the correct distance before submitting his bid since no adjustment shall be made in terms of remuneration for the duration of the contract.
- 6.4 Should the service not be required for any reason during the duration of this contract, the Service Provider shall not be entitled to claim compensation.
- 6.5 Notwithstanding the number of passengers the applicable rate shall apply. Payments shall only be made upon establishment of the number of trips for the applicable month.

7. Obligation of the Employer

- 7.1 The Employer shall pay the Service Provider for all satisfactory services rendered in terms of the Contract within thirty (30) days of receipt of an invoice or statement.
- 7.2 Monitor and evaluate the performance of the Service Provider to ensure that the deliverables are in line with the provisions contained in this Agreement.
- 7.3 The Employer shall ensure access to its premises in terms of this Agreement.



- 7.4 The Employer shall advise the Service Provider of additional trips in writing; advises which may only be accepted if under the authority of the Regional Manager, Chief Director or their delegate and Parks Management.
- 7.5 The Employer shall advise the Service Provider in writing should a service or a trip not be required.
- 7.6 The Employer shall provide to the Service Provider a time schedule of the applicable Programme.
- 7.7 The Employer reserves the right to amend the size of busses to smaller shuttle services should the need arise.
- 7.8 The Employer shall provide the Service Provider with an official letter of appointment upon commencement of the Contract.

8. Obligation of the Service Provider

The Service Provider is obliged to:

- 8.1 Act in the Employer's best interest.
- 8.2 Make sure the service is performed and in keeping with this Contract and the Terms of Reference.
- 8.3 Follow good practices.
- 8.4 Deliver the service as per the attached Schedule.
- 8.5 Take care that the vehicles are in a clean and safe-working condition at all times.
- 8.6 Advise the Employer timeously of delays due to unavailability of drivers and/or detours as a result of road accidents or other traffic interventions.
- 8.7 Ensure that it is in receipt of an official letter of appointment before commencement of service.
- 8.8 Ensure that instructions for the required service(s) is in writing as no payments will be made without a written instruction from the Employer.
- 8.9 Respond to emergency or after hour call outs within 30 minutes of receipt of the instruction; said instruction if by phone call, should be followed up with a written instruction before close of business the following day.
- 8.10 Maintain records of trips on a daily basis and provide same to Employer on a monthly basis together with the invoices and/or statements for payment purposes.



- 8.11 Ensure that no passenger stands in the bus and that vehicles are limited to the maximum allowed for passengers seated.
- 8.12 Ensure that the required number of vehicles are available to transport all the passengers.
- 8.13 Be on time to collect passengers in the mornings and afternoons as per the stipulated operating hours contained in Clause 18 hereunder; delays notwithstanding.
- 8.14 Ensure that stops are only made at agreed stops en route and that passengers will have sufficient time to embark and/or disembark.
- 8.15 Acquaint itself with all the bus routes.
- 8.16 Facilitate transport in line with the Schedule for the duration of the Contract.
- 8.17 Arrange access permits for its personnel and/or have them vetted, when and where applicable; the cost of which shall be for its own account.
- 8.18 Arrange access with the Parliamentary Villages in order to execute required service.
- 8.19 Take precautions to prevent collision against buildings, light fittings and parameters inside and elsewhere on site.
- 8.20 Safeguard its employees in terms of the Regulations contained in the Unemployment Insurance Act, No. 30 of 1966, as amended.
- 8.21 Ensure that drivers are duly qualified and trained by him and possess applicable licences and required permits.
- 8.22 Inform the Employer of any behaviour of a passenger(s) that may put the safety of the driver or passengers at risk.
- 8.23 Ensure that its drivers are not under the influence when driving and do not conduct themselves in such a way as to embarrass the Employer.
- 8.24 Comply with any Regulations or instructions issued from time to time concerning the safety of persons and property.
- 8.25 Ensure that Three (3) Conductors are appointed; one for each Parliamentary Village, where applicable.
- 8.26 Maintain vehicles in a roadworthy condition and shall perform roadworthy tests within fourteen (14) days after notification of award and every six (6) months



thereafter for the duration of the Contract; the cost of which shall be borne by the Service Provider.

9. Conductors' Roles and Duties

Where applicable:

- 9.1 Check access cards and/or permits of passengers boarding the bus.
- 9.2 Assist with embarkation/disembarkation.
- 9.3 Assist with luggage and/or baggage.
- 9.4 Control timeous departure of coaches.
- 9.5 Report to the Police at the main gate should anyone attempt to embark without a permit.
- 9.6 Ensure the correct amount of passengers are utilising the service daily per trip.
- 9.7 Provide weekly/monthly reports to the Employer as and when required.

10. Insurance

Without limiting his obligations in terms of the Contract, the Service Provider shall effect and maintain liability insurance covering the Employer and the Service Provider or against their respective liability from the death of or injury to any person or loss of or damage to any property arising out of or in the course of the performance of the Contract from the commencement date to the end date stated in terms of this Agreement, with a FAIS-approved insurance company registered in South Africa the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.

11. Breach of Contract

- 11.1 Should the Service Provider fail to respond within the time limits in Clause 8 above, the Employer shall have the right to appoint any other service provider to complete the service without further notification to the Service Provider; said cost shall be for the account of the Service Provider.
- 11.2 Should the Service Provider fail to comply with any provision of this Agreement or should the Employer be dissatisfied with the service or standard thereof delivered by the Service Provider, the Employer shall have the right to exercise appropriate action including termination of the contract.



- 11.3 Failure to ensure that vehicles are roadworthy and in a safe-working condition will be considered a breach of contract. It is up to the Service Provider to arrange alternative transport at his own cost until such time as the vehicles are in a roadworthy condition; failing which the Employer will make the necessary arrangements and recover the cost from the Service Provider.

12. Assignment

The Service Provider shall not assign the Contract or any part thereof or any obligation thereunder without the written consent of the Employer.

13. Sub-contracting

- 13.1 No part of the Contract may be sub-contracted without the express written consent of the Employer; not doing so shall result in a breach of contract.
- 13.2 Should the Service Provider not be able to perform his duty under this Contract, the Employer shall be so notified in writing within thirty (30) calendar days and shall not be less than a calendar months' notice.
- 13.3 In the event of any sub-contractor being employed or utilised, the Service Provider shall be and remain responsible for the due and timeous performance of all of its obligations under or arising from this Agreement, whether or not any or all such obligations have been delegated by the Service Provider to a subcontractor.
- 13.4 Furthermore, the Service Provider shall ensure that the Service Provider and the sub-contractor holds adequate insurance, meeting the requirements as set out in Clauses 4 and 8 herein.

14. Indemnity

Notwithstanding the provisions in Clause 10 herein above, the Service Provider shall indemnify the Employer against any claims in respect of damages or otherwise arising from the transportation of passengers.

15. Limitation of Liability

Limitation of Liability herein contained, the Employer shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid:-

- 15.1 any negligent act or omission or statement by the Employer or its servants, agents and nominees, and /or



- 15.2 notwithstanding anything to the contrary contained in these terms and conditions, the Employer shall not be liable for any direct and consequential loss arising from any act or omission or the statement by the Employer, its agents, servants or nominees, whether negligent or otherwise.

16. Reporting of accidents

Notwithstanding any statutory obligations and other conditions contained herein, the Service Provider shall, as soon as practicable possible, report to the Employer every occurrence in respect of accidents resulting in damages to property or injury or death of persons.

17. Disclosure of Information

- 17.1 The Service Provider shall not without the Employer's prior written consent, disclose the contract or thereof any part or specification schedule or other information to any person or other party other than to the Employer, its agents, servants or nominees.

- 17.2 Notwithstanding the above, all information for the purpose of the implementation of this Contract, remains the property of the Employer and shall be kept with the highest confidentiality and cannot be used or shared for any other purpose.

18. Operating Hours

Mondays to Fridays
Mornings 06h30 (pick-up)
Afternoon 14h30 (collecting) or 16h30-18h00 (collecting)

19. Termination of Contract

- 19.1 The Employer reserves the right to terminate the Contract for whatsoever reason should the service no longer be required.
- 19.2 Subject to Clause 20 hereunder the Parties agree and accept that the other shall be entitled, in its sole discretion, but not compelled or obliged to institute legal proceedings, which may arise from or in connection with this Contract, all costs incurred by the Party so effected, including legal costs, in collecting overpayments, shall be for the account of the other.
- 19.3 All amounts due shall be deemed to be a liquid amount for the purposes of provisional sentence or summary judgment.



- 19.4 Termination of this Contract for any cause whatsoever shall not release a Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 19.5 Except as expressly provided for in this Contract, the rights and remedies contained herein are cumulative and are not exclusive of any other rights or remedies provided in law or otherwise.

20. Dispute Resolution

- 20.1 A party to this agreement claiming that a dispute has arisen must, within 21 days of the date on which the dispute is said to have arisen, give written notice to the other parties to the dispute specifying the nature of the dispute.
- 20.2 Within seven days of receipt of the notice, representatives of the parties must meet with each other and endeavour in good faith to settle the dispute by informal negotiations.
- 20.3 Within 14 days of the dispute occurring it has not been resolved through informal negotiations the parties shall participate in good faith in mediation conducted by a facilitator, appointed by a designated third party.
- 20.4 The mediation will be conducted according to the directions of the facilitator and the parties will respond to all reasonable directions and requests of the facilitator in attempting to resolve the matter in dispute.
- 20.5 In the event that the mediation has not resolved the dispute within 21 days of its commencement the parties shall submit the dispute to arbitration to be conducted by an arbitrator appointed for this purpose by the parties or, if they are not able to agree on an arbitrator, appointed by the designated third party. The arbitrator shall not be the same person who conducted the mediation.
- 20.6 The arbitration shall be conducted according to the directions of the facilitator and the parties will comply with all reasonable directions and request of the facilitator. The facilitator will give a written decision, with reasons, which will be binding on the parties.
- 20.7 The costs of mediation and arbitration will be shared equally by the parties, unless directed otherwise by the mediator or arbitrator.
- 20.8 Failing the above dispute resolution processes, either Party shall be entitled to commence legal proceedings; provided that the applicable laws have been adhered to.

21. Ambiguity



If an ambiguity or discrepancy between the documents in terms of this contract is found the Employer or its designated officer shall issue the necessary clarification and/or instructions.

22. Conflict of Interest

Neither Party nor any of their respective representatives, employees, agents or subcontractors, where applicable, shall give to, or receive from the other, or any of its affiliates or any representatives, employees, agents or subcontractors of the other any benefit, commission, fee, rebate, or any gift or entertainment of value in connection with this Contract.

23. Domicilia and Notices

The parties nominates the following addresses as their domicilium citandi et executandi at which written notices, legal processes and other documents or communications in connection with this Memorandum must be delivered:

NDPWI: The Regional Manager
Department Public Works & Infrastructure
Customs House Room 1117
c/o F. W. de Klerk Boulevard & Heerengracht
Foreshore
Cape Town
8001

Service Provider: _____

Notwithstanding the above, any written notice by either Party to the other may be communicated by electronic means and shall be deemed to have been received the same day.

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(Tick whichever is applicable).

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

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

	80/20
PRICE	80
SPECIFIC GOALS	20
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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	• Official Municipal Rates Statement which is in the name of the bidder. Or

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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☐ **1.5.3. 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 10	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)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.

	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. 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	10	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	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	
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	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	
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	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer:

☐ EME¹
☐ QSE²
☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date