



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X54315, DURBAN 4000 Int. Code: +27 31 Tel: 314 7000 website: www.publicworks.gov.za
Supply Chain Management: Miss Gugulethu Mbongwa – 031 314 7003
Works Manager – Ms. Peggy Ngidi

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at **JUSTICE: UMZINTO MAGISTRATE COURT - 99 COURT ROAD – DBNQ-3193402**

Bid response documents to be deposited in the bid box situated at: **National Department of Public Works and Infrastructure: Corner of Pixley Ka Seme (Aliwal Street) and Samora Machel (West Street)**

Item	Description	Quantity / Period
1	CUTTING DOWN AND TRIMMING OF 10x HUGE TREES AT THE COURT (5x AT THE FRONT GARDEN & 5x AT THE BACK GARDEN)	ONE MONTH

CLOSING DATE: 28/06/2024 : CLOSING TIME @ 11:00AM

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if you price includes or excludes VAT. ***“You may claim VAT only if you are a VAT Vendor”***.

TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/ Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:

THOKOZANI ZWANE
ASD - SCM: ACQUISITION

DATE:

14/06/2024

For: National Department of Public Works and Infrastructure



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE**

REFERENCE NUMBER – DBNQ-3193402

**SERVICE DESCRIPTION : JUSTICE: UMZINTO MAGISTRATE COURT -
99 COURT ROAD : CUTTING DOWN AND TRIMMING OF 10x HUGE
TREES AT THE COURT (5x AT THE FRONT GARDEN & 5x AT THE
BACK GARDEN)**

SUBMITTED BY:

Company Name: _____

CSD registration: _____

CLOSING DATE: 28/06/2024 @11:00

TENDER BOX LOCATION: ADDRESS: 157 Monty Naicker Street -Box Number 16

TECHNICAL ENQUIRIES	OTHER ENQUIRIES
Name : Peggy Ngidi Contact number : 031 314 7210 Email: peggy.ngidi@dpw.gov.za	Name : Gugulethu Mbongwa Tel no. : 031 314 7003 Email : gugulethu.mbongwa@dpw.gov.za

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	DBNQ-3193402	CLOSING DATE:	28/06/2024
		CLOSING TIME:	11:00
DESCRIPTION	JUSTICE: UMZINTO MAGISTRATE COURT - 99 COURT ROAD : CUTTING DOWN AND TRIMMING OF 10x HUGE TREES AT THE COURT (5x AT THE FRONT GARDEN & 5x AT THE BACK GARDEN)		
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)			

OR POSTED TO:

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

Provisional Bills of Quantities: Building Works

Ref No: I.D/3193402 - (19/2/2014/2/2/6308/419)

Chief Works Manager: Peggy N. Ngidi



**public works
& infrastructure**

Department:

Public Works and Infrastructure

REPUBLIC OF SOUTH AFRICA

SPECIFICATION

UNPLANNED MAINTENANCE

**DEPARTMENT OF JUSTICE
UMZINTO MAG. COURT
*No:99 Court Road***

**CUTTING DOWN AND TRIMMING OF
10x HUGE TREES AT THE COURT
(5x at Front Garden & 5x at Back Garden)**

Ref No: I.D/3193402

Chief Works Manager: Peggy Ntwenhle Ngidi

Total number of pages to be received and returned by Bidder = 3 pages

Provisional Bills of Quantities: Building Works

Ref No: I.D/3193402 - (19/2/4/2/6308/419)

Chief Works Manager: Peggy N. Ngidi

A) CONDITIONS OF TENDER

- Contractor must introduce themselves and what they will be doing to the relevant official at the institution before any assumption of work: [Contact official at institution: Carmen Tupper - Tel: 039 – 978 9448]
- Due to the Urgent nature of the works, the successful tenderer undertakes to commence the work immediately from the receipt of an official complaint number and proceed with due diligence to its final completion in all respects
- At the completion of the works the Contractor is to submit the attached completion certificate that must be faxed immediately to the Department of Public Works at fax No.031 337 5868 for final inspection of the works
- The contractor must establish and maintain telephone, fax and cellular connection
- The Contractor must comply with all Occupational Health and Safety regulations and instructions
- The contract period is **ONE (1) MONTHS** from the date the official order is an official order
- Time shall be considered as the essence of this contract .If the contractor fails to complete the works within the above specified contract period a penalty will be proportioned according to the estimated value of the contract and will be deducted from the sum due.

B) NOTES TO TENDERES

- Contractor is to supply project plan and work schedule at the commencement of works
- Contractor to note that all quantities are remeasurable
- All supporting supplier's material and service invoices must be provided together with all payment invoice claims
- Job cards must be detailed, stamped and signed by the Client Department and accompany all invoices claimed
- Contractor must provide proof of relevant required registration and all compliant certification
- The Contractor must notify the relevant Works Manager immediately on completion of Works in all respects for inspection of the works
- Contractor to dispose at an approved Municipal and recognized dumpsite.
- The dump site to supply a disposal certificate or proof of payment from the Municipality.

C) SCOPE OF WORKS

- REPAIRS TO A COLLAPSED PERIMETER FENCE.**

D) PRICING SCHEDULE

- Note All rates and totals must be filled in and completed in all respects**
- All prices quoted must be inclusive of Labour, Materials, Profit and Transport**
- Any change due will be confirmed by the Project Manager.**

No.	Description	Qty	Rate	Total
01.	Occupational Health and Safety Requirements. Provide and Comply with Occupational Health and Safety Regulations. Bidder to provide Safety Plan before commencement of service and to be scrutinized by Departments Safety Officer. Bidder to supply a Project Plan and Work Schedule prior to commencement of any works.			
<u>CUTTING DOWN OF TREES AT THE COURT</u>				
02.	Cut down and trim branches on trees with circumference of trunk not exceeding 200mm, including all necessary filling and ramming (±8.5m high)	10 off		
03.	Cut down and trim the Huge Tree Stumps with circumference of trunk exceeding 200mm into small manageable pieces, including all necessary filling and ramming (±8.5m high)	10 off		
04.	Poison all the trees by pouring Diesel on the Stumps of the trees to avoid further growth and make good.	10 off		

Provisional Bills of Quantities: Building Works

Ref No: I.D/3193402 - (19/2/4/2/2/6308/419)

Chief Works Manager: Peggy N. Ngidi

05.	Removal of the huge tree stump, clean the site, remove rubble from site and dispose at an approved Municipality Dump Site and to comply with OHSA.	±3 Loads		
	NOTE: Tenderers are to note that there is a risk that the fence, power lines and building may be damaged during the process of cutting down and removing, and must allow for all costs in this respect. All rubble to be placed at the corner of site and removed from site upon completion. All damages caused will be the responsibility of the contractor.			
	Sub Total			
	Add 15% VAT			
	Total carried to PA32			
	Total in Words:			

Name of tendering Entity

CIDB No.

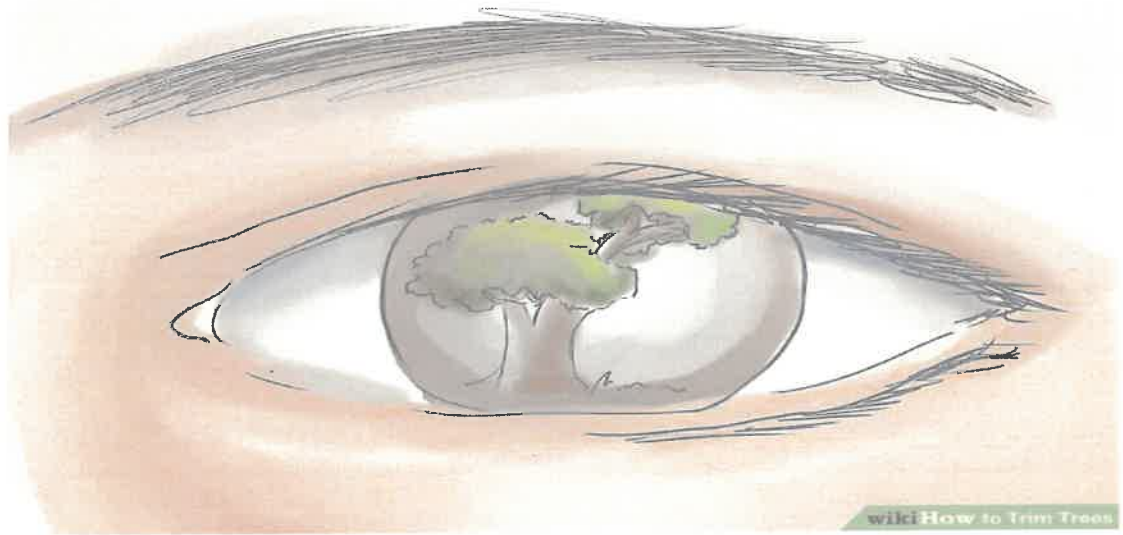
Signature

Date

TOOLS AND EQUIPMENT USED TO CUT DOWN AND TRIM TREES



1. **Gather the necessary tools and equipment.** You'll need a handheld pruner and a larger lopping shears to trim branches that are small to medium-sized. For mature trees, you'll need a pole pruner to safely reach high branches and a handsaw or chainsaw to remove thick limbs. Wear eyeglasses in accordance with ANSI standards or risk your vision! You might also need a ladder.

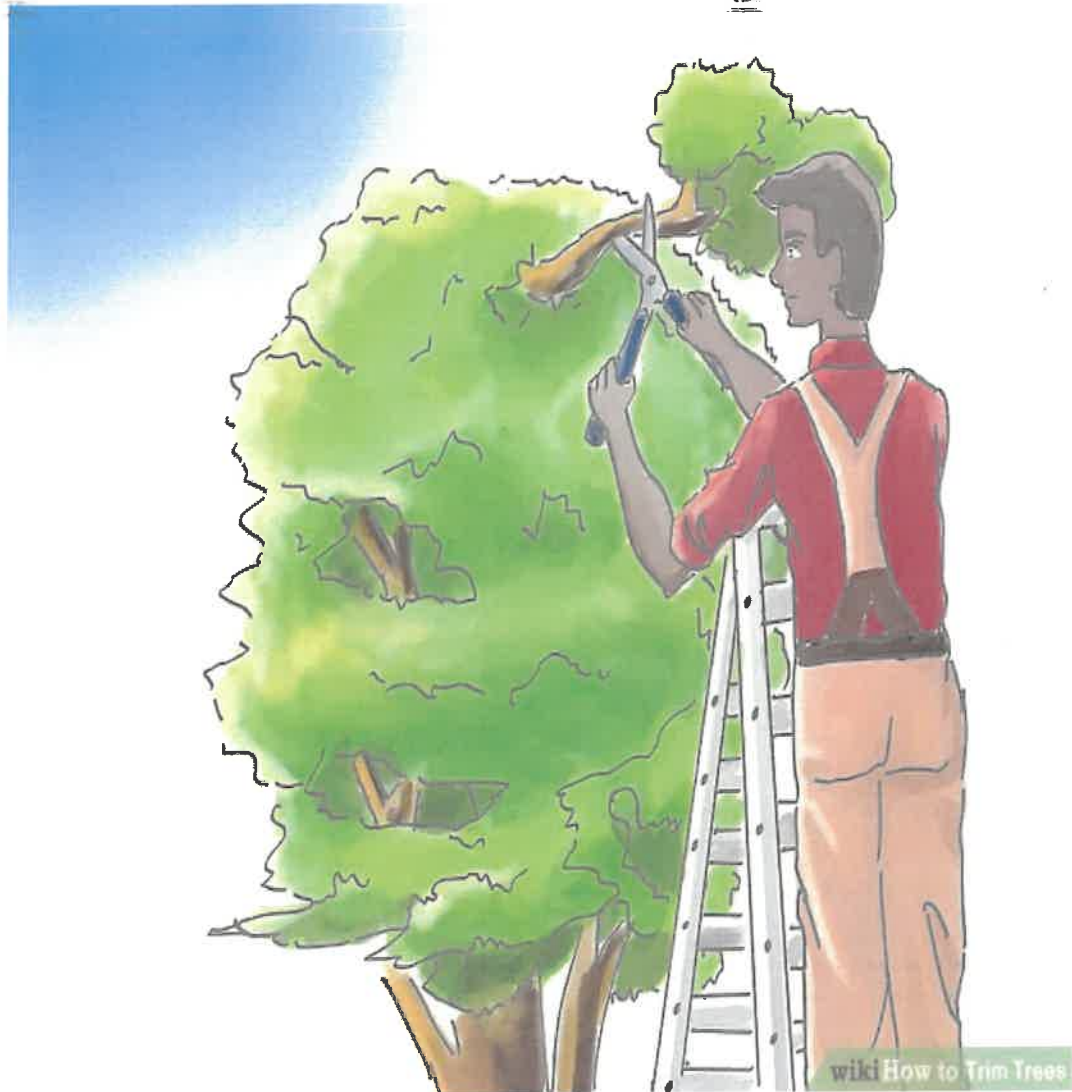


2. Decide which branches to remove.

- Identify dead or diseased branches.
- Look for crisscrossing branches that are making contact with each other or about to. When branches rub against each other, the resulting wound makes the tree more susceptible to disease.
- Examine the tree for branches extending inward, rather than outward. These should be removed to avoid crowding, so sunlight can reach the leaves at the tree's interior.
- Stand back and look at the shape of the tree. Identify any branches that make the tree look misshapen.
- Look for branches that need to be removed to reduce the size of the tree. Limbs that are too close to the house should be removed. They can cause damage to the house when blowing in the wind as well as allow insects and animals to reach your house.
- Branches that are below head height on more mature trees should be removed. This is called "raising the canopy."
- Check for new growth along the trunk and main branches, called "water sprouts," and from the roots, called "suckers." This is known as epicormic growth and these branches are more susceptible to disease and breakage.



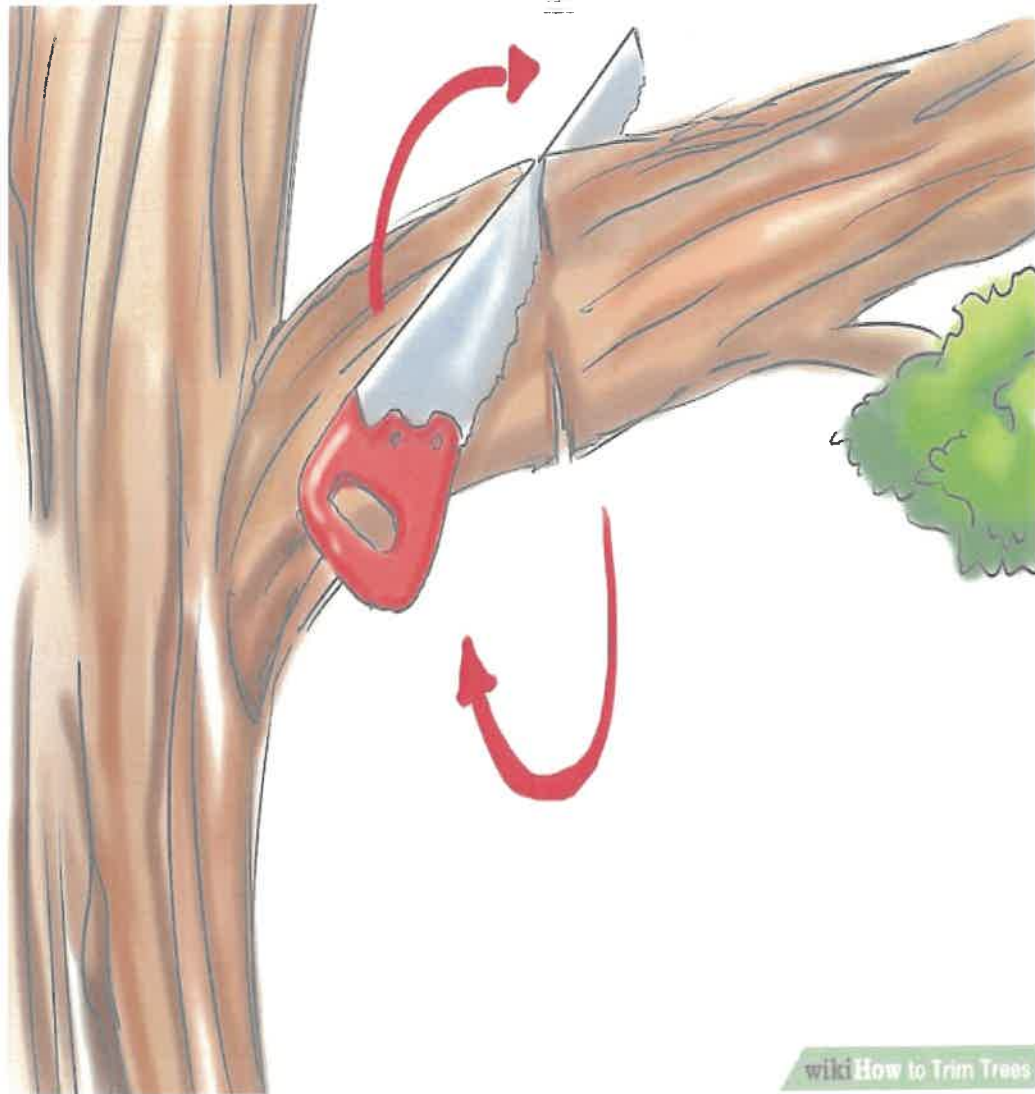
- 3.**
Trim starting at the bottom of the tree and move upward and from the inside and move outward. This will help you to keep a natural shape to the tree.



4. **Cut right above where the branch or new growth attaches to the trunk or main branch. This area is called the branch collar or abscission zone. Do not cut the branch collar because this is where the tree will heal and close up the wound.**



- 5. Use a handheld pruner to trim new growth and small branches you can reach from the ground or safely from a ladder.**



6. **When removing large branches first make a cut on the underside of the branch (a foot away from the trunk) Cut 1/3 of the way through from the bottom of the branch to the top of the branch without pinching the saw.** Second make a cut on the top of branch outwards from the first cut. Make the second cut all the way through. The first cut prevents the branch from tearing the trunk bark. Lastly remove the stub above the branch collar, which is where it widens before reaching the trunk. This will allow a callous to form over the wound. If you make the cut flush with the trunk, it won't be able to heal properly and will be more susceptible to disease. (Some tree like pines need to be cut back all the way to the trunk)

TOOLS AND MATERIALS

OBVIOUS/TRADITIONAL TOOLS

1. Ladder (I used a telescoping ladder)
2. Reciprocating saw (to cut branches; a chain saw was a non-starter: too heavy)
3. Spare batteries for reciprocating saw (my saw is battery operated)
3. Extension cord (if you have a saw that requires mains electricity)
4. Pruning blade for reciprocating saw
5. Hand bow saw (for cutting branches when reciprocating saw won't work)
6. Goggles (protect eyeballs from flying debris)

NOT-SO-OBVIOUS MATERIALS AND TOOLS

1. 2-3 6-8in scrap 2x4's (to use for steps)
 2. 1-2 6-8in scrap 2x4's (to use as foot hold)
 3. 1-2 6-8in scrap 2x4's (to use as arm rest)
 4. 4-6 L-brackets (to support foot holds and arm rests)
 5. 10-20 4in nails (to secure 2x4's; to hold pulley; to use as a hook for tool bag and hook for electrical cord if your saw is corded)
 6. 10-20 4in screws (to secure 2x4's)
 7. 4-8 8-10in spike nails (to help secure ladder)
 8. Drill (to drill pilot holes for 2x4's)
 9. 1/8 in drill bit (to drill pilot holes for 2x4's)
 10. Screwdriver drill bit (to secure screws to 2x4's)
 11. Chisel
 12. Hammer
 13. Tool Belt/w hammer holder and pockets
 14. 1 5-6 ft rope (to help hold ladder to tree) (optional)
 15. 1 20-50 ft rope (to pull tools up the tree)
 16. 1 100-200 ft rope (to help guide branches as they are cut)
 17. Light-weight 5-6 ft pole (to use to help guide rope in tree)
 18. Come-along winch (to tighten guide rope)
 19. Bucket or canvas tote/tool bag (to put tools in)
 20. Carabiner (to snap onto the tool bag and pull rope easily)
- Pulley (use to haul tool bag up into the tree)
- Lots of Band-Aid's.

Provisional Bills of Quantities: Building Works
Ref No: I.D/3193402 - (19/2/4/2/2/6308/419)
Chief Works Manager: Peggy N. Ngidi

What is a Cherry Picker?



What is a Cherry Picker?

A cherry picker, also known as a boom lift, man lift, hydraladder, or basket crane, is a type of elevated, hydraulic crane platform that is used to raise and lower personnel to and from elevated working surfaces. Cherry pickers are often used to give workers access to overhead cables, but they get their name from their history of picking high up fruit in orchards, like cherries.

Cherry pickers are not to be confused with order pickers, which are actually forklifts and designed for selecting items from heights inside a warehouse. Cherry pickers, classified as aerial lifts under the OSHA standard 1910.67 and cherry picker regulations, come in several different types, including truck-boom mounted picker, telescopic boom, articulated boom, and trailer mounted lift.

- – **Truck mounted boom picker.** Truck-mounted boom lifts are exactly as they sound. The body sits on a 4-wheel chassis of a truck that's fitted with a boom arm on the back. This type of cherry picker lift is one of the most transportable and makes it easy to access a variety of work locations. Forklifts are similar to the truck-mounted boom picker, since they also rest on a 4-wheel chassis and use forks to lift and lower loads and access high up materials. Cherry picker forklift training teaches how to use both boom pickers and forklifts.
- – **Telescopic boom.** Telescopic boom lifts are known for their great reach power. They are used on a variety of situations for accessing items at incredible heights that other machines can't, like tall trees, power lines, and even stalled roller coasters.
- – **Articulated boom.** Articulated booms are made with a jointed "arm" which means that they can reach up and over structures to access hard-to-reach areas. They are one of the most flexible and versatile types of cherry pickers.
- – **Trailer-mounted lift.** The trailer-mounted cherry picker is made up of a boom arm that rests on top of wheels for moving and small arms for balance. It is very portable and can be brought in to work areas where typical machines can't.

• **Where Are Cherry Pickers Used?**

- Now that you know exactly what a cherry picker is, it's important to know what kinds of job they are used for. Cherry pickers are used on a variety of worksites, but for the primary purpose of reaching otherwise inaccessible areas. Construction workers use cherry pickers to access buildings to paint, install or maintain windows, work on electrical systems, install signage, install and maintain lighting, work on trees, and much more. They have made many types of projects possible and are incredibly useful machines. However, if you don't know how to use a cherry picker properly, there are some serious risk involved. Injuries and fatalities caused by cherry picker lift accidents are not uncommon on worksites across the country, and it is essential for workers to receive adequate cherry picker certification training and to follow all cherry picker regulations to protect their life.

Provisional Bills of Quantities: Building Works

Ref No: I.D/3193402 - (19/2/4/2/2/6308/419)

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- Additionally, you may want to know where forklifts are used. Forklifts are used on many construction sites, and in warehouses. They are used to lift, raise, stack, and lower loads onto shelving racks, as well as access materials high up in a warehouse. Cherry picker forklift training teaches operators how to operate cherry pickers outdoors on construction sites and forklifts indoors and out.

• Why is Cherry Picker Training Important?

- In 2011 alone, cherry pickers were responsible for the deaths of 39 workers. 66 more fatalities were caused by truck-mounted lifts, and cherry pickers were listed as the secondary cause of 34 other deaths.
- Other types of boom lifts can additional deaths. Boom lifts are responsible for seven out of ten deaths, while scissor lifts account for more than 25 percent of aerial lift fatalities. These figures do not include fatalities from electrocution while using a lift vehicle

The most **common causes of cherry picker deaths and injuries** include:

- – Falling from lift
- – Electrocution
- – Lift tips over
- These unfortunate accidents start with operators not being aware of what is a cherry picker and how to use a cherry picker properly. Have you guessed what is the key to preventing these accidents? Yep, it's cherry picker training.
- Cherry picker training teaches workers everything they need to know to operate all types of cherry pickers, how to recognize and avoid hazards, and how to be compliant with all cherry picker regulations. It prevents injuries and fatalities, and it keeps fines and legalities out of the workplace.
- Forklifts also cause deaths and injuries every year on worksites. They cause about 85 fatalities every year, most of which can be boiled down to operator error. Cherry picker forklift training teaches workers how to operate not only cherry pickers, but also forklifts in warehouses and outside to be as safe as possible on all types of equipment.

Cherry Picker Regulations to Prevent Accidents

Ensure all workers receive proper **cherry picker training** to prevent accidents and avoid costly fines. For operators, the first step is knowing what a cherry picker is, its unique characteristics, and how to operate a cherry picker lift properly. It's also essential to make sure training is compliant with OSHA requirements for using an aerial lift safely, which include:

- – **Do not exceed load or weight limits**
- – **Do not sit or climb on guardrails**
- – **Don't modify an aerial lift**, without consulting the manufacturer in writing
- – **Maintain aerial lifts properly** (this applies to rented lifts in particular)
- – **Perform daily inspections** of safety devices and lift controls
- – **Always wear a seat belt and fall protection equipment**, including a full body harness and lanyard, if working on an elevated platform
- – **Do not drive an aerial lift with the lift extended**
- – **Set the brakes and outriggers**
- – **Use wheel chocks on sloped ground**

To learn more about forklift training, visit our **forklift training** page.

How to Use a Cherry Picker Safely

In a document published on the Electronic Library of Construction Occupational Safety and Health (ELCOSH), the **Center for Construction Research and Training** made the following recommendations for how to use a cherry picker safely:

- – **Avoid power lines.** Keep non-electrical workers at least 10 feet away from live overhead power lines. This **video** shows what can happen when a crane is not even touching a power line.
- – **Rotate and move slowly.** Sudden jerks of the bucket can cause direct contact with power lines and should be avoided. In fact, sudden jerks of the bucket or platform are not recommended under any circumstances, as this **video** shows.
- – **Wear protective clothing.** Electrical workers who are working on or near live power lines should use insulated tools and wear rubber gloves, rubber sleeves, voltage-rated shoes; Class E (formerly Class B) insulated hard hats, and whatever other personal safety equipment is needed. If boom buckets cannot be insulated, then the aerial lift should be grounded.
- – **Safely remove electrocution hazards.** Effort should be made to either insulate or de-energize live power lines.
- – **Remain compliant with safety protocols.** Boom buckets should be regularly tested to ensure the insulation is up to regulation specifications.
- – **Make sure you are on stable ground.** All cherry pickers must be placed on even, stable terrain to prevent tip-overs. Use outriggers when needed, and use brakes and wheel chocks when the lift is on an incline.
- – **Use fall protection.** When operators are working on cherry pickers, they must use full body harnesses and lanyards to prevent them from falling and being injured or killed.

Provisional Bills of Quantities: Building Works
Ref No: I.D/3193402 - (19/2/4/2/2/6308/419)
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- – Understand what a cherry picker is and receive specialty cherry picker training.

The most important part of using a cherry picker safely, is to complete cherry picker training. With CertifyMeOnline.net, it's as easy as these simple steps:

1. Create an account on our website
2. Log into your account and choose your program
3. Work through the online modules
4. Pass all quizzes and tests
5. Pass the in-person evaluation at your work
6. Print your operator certification!

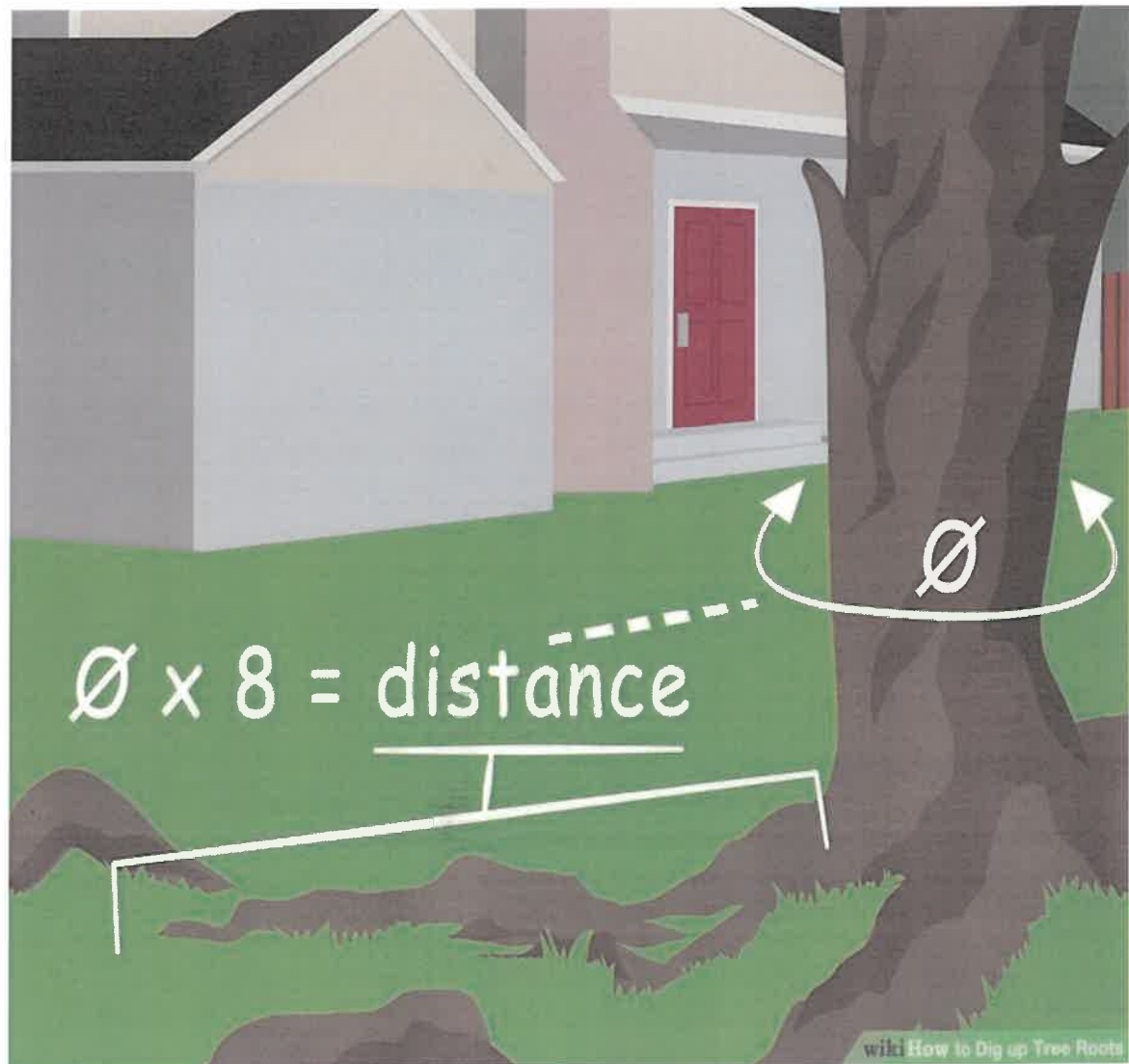
These easy steps can be completed online, apart from the in-person evaluation, and from any device with an internet connection. We help you save tons of time and money, all from your own home or workplace. Our cherry picker forklift training programs help you get your operator certification in as little as one day

BACK HOE OR T.L.B USED TO DEROOT A TREE.



REMOVAL OF TREES

Tree roots can sometimes be unsightly in our yards, causing us to want to dig up them up. Other times, they can become dangerous, such as when a tree is growing too close to a foundation of a house or is damaging underground pipes. However, digging up tree roots isn't as simple as using a shovel to dig a hole. Digging up too many roots or the wrong roots can actually kill the tree, which may cause you to remove the tree entirely. Luckily, if you follow the correct procedures, take the right precautions, and use the right techniques, you can safely dig up a tree's roots without killing the tree.



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1. Trace the root that you want to cut back to the tree. Cutting the root too close to the tree can cause structural instability and can cause the tree to fall over.^[1] Measure the tree trunk's diameter with a tape measure and multiply it by 8. This number is the closest distance from the tree that you can cut the root.^[2]

 - For example if your tree has a diameter of 2 feet (60.96 cm) you shouldn't cut the root closer than 16 feet (4.8 meters) from the tree itself



2. **Avoid choosing the largest roots.** Larger roots are called structural roots and are important in keeping the tree in place. These roots begin at the base of the tree and flare out. Do not cut larger roots 6 inches (152.4mm) to one foot (304.8mm) from the trunk for every inch in diameter that the tree is. You can measure the diameter of the tree by wrapping a tape measure around the tree at chest height.^[3]

 - For instance, you shouldn't cut a tree that's 16-inches (406.4mm) in diameter 8 feet (2.4384 meters) to 16 feet (4.8768 meters) from the trunk



wild How to Dig up Tree Roots

3. **Don't remove more than 20% of your tree's roots.** When removing large portions of the tree's roots, make sure to wait up to three years before cutting more roots. Removing over 20% of your tree's roots will seriously harm it and could kill it.^[4] If you plan on cutting a large portion of the roots from a tree, consider completely **removing the tree** instead.



4. **Consult an arborist if you're unsure of yourself.** If you don't feel confident cutting a tree's roots, then you should seek professional guidance before doing so. Arborists from a local cooperative extension will sometimes provide tree root pruning services for a fee. If you'd rather do it yourself, see if you can have them come in for a smaller consultation fee.^[5]
- Arborists will have the equipment and knowledge to safely remove the tree roots for you

DIGGING UP THE ROOTS



1. Dig a hole in the area where you want to remove the roots. Measure a safe distance away from the tree before digging your hole. If the roots that you want to remove are underground, you'll need to reveal them with a shovel. Dig a hole around the tree where you want to remove the roots using a trenching or a digging shovel. Do your best not to disrupt or break the tree's roots while you do this. ^[6]



2. **Draw a line where you want to remove the root.** Once you've located the root you want to remove, use spray paint, colored chalk, or a thick marker to mark the spot where you'll cut the tree root. Marking the root will help guide you and prevent you from cutting the root too close to the tree. Simply mark the root with a line that will help guide where to cut with the saw.



3. **Dig around the root with a spade.** Dig around the root with a smaller spade, making sure to dig under the root as well. Leave space around the root, so it's easier to cut it. Completely reveal the area where you'll cut with your shovel and give yourself enough space to make cuts.



1. **Cut the root where you marked.** For smaller roots, like those that are less than an inch (2.54 cm) in diameter, you can use regular gardening shears or gardening scissors to cut the root.^[7] If you are cutting a larger root, you'll need to use a special tool -- a root saw or a mechanical reciprocating saw. You can purchase these saws at home and gardening stores or online.^[8] Some store locations will allow you to rent reciprocating saws for a daily rate
2. **Grab the cut end and pull the root towards you.** Grab the loose end of the root and pull it towards you until it tears free from the ground. If the root is embedded deeply into the ground, you may need to dig up more soil around the root. Once you're done, discard the root, and continue doing this to the other roots that you're cutting.



3. **Install a barrier.** To keep the root from growing back, put in a barrier under the soil before you fill in the hole. Use a heavy duty plastic tree root barrier, and install it 30-inches (76 centimeters) below the surface of the soil.^[9] You can purchase a plastic tree root barrier at most lawn and garden centers.



4. **Fill in the hole.** Fill the hole you've made with mulch or fertilizer purchased from the store. As an alternative to mulch, you can also fill your trench with grass seeds or sod if you want grass in the area.^[10] Take your cut tree's roots and dispose of them.

Tree Felling Risk Assessment

The following key lessons may help save your life.

Initial site survey;

Wherever possible, assess jobs in advance. This allows for correct selection of equipment, allocation of staff and prior knowledge of hazards. It also allows an experienced site surveyor to provide guidance and work methodology to the people carrying out the work.

Risk assessment/emergency planning:

The assessment should take account of the hazards that are relevant and specific to the given site, task and tree. It is not just an exercise on paper; if you cannot control risks to acceptable levels, work on that task must not proceed until suitable arrangements are in place. Emergency contingency plans (first aid, emergency contact numbers, Accident and Emergency number, site location etc) must be made in advance.

Work planning:

All information, as well as the actual undertaking of the job, must be planned, agreed and understood by all the team.

Felling cuts:

Effective control of the fell is maintained by an appropriate combination of the directional or sink cut, hinge and main felling or back cut. Felling cuts must be appropriate to the tree size and form and consistently accurate.

Felling aids (breaker bars, wedges etc):

These must be appropriate to the tree size and form. The need for felling aids must be identified in advance; they must be appropriate and readily available to the person undertaking the fell.

Control lines, pull ropes, anchor ropes, winches etc:

If these types of system are to be used there should be clear understanding of their intended purpose and suitability for the task, eg is it:

- An assisted fell?
- An anchor or back up?
- A felling aid?
- A winching operation? or
- A combination of tasks?

Provisional Bills of Quantities: Building Works
Ref No: I.D/3193402 - (19/2/4/2/2/6308/419)
Chief Works Manager: Peggy N. Ngidi

Avoid:

'free hand' pulling or non-anchored applications. There is a high risk that if the person pulling the rope sways or rocks the tree during the felling operation, the main felling cut at the rear of the tree will open and close with the risk that the chainsaw operator could compromise the integrity of the hinge.

Do not:

over tension lines, as this may place considerable tension on the rear of the tree which may cause the hinge to sever prematurely, the tree to split, and injury to the chainsaw operator.

Avoid:

making the main felling or back cut while your workmate is simultaneously applying tension to the line. As well as the above risks, the chainsaw operator cannot safely place the back cut and monitor the action of his colleague operating the line. In the majority of cases the tree feller should be able to form the back cut, leave a hinge of appropriate size, step into a safe area, and then issue an agreed signal for the person on the lines to start operation.

Escape routes:

Plan escape routes in advance – they must be clear of obstructions. If control is lost over the fell, use the escape route and try not to turn your back on the falling tree. Remember, accidents often happen because unforeseen or remote risks actually materialise. Consider the possibility that the tree may fall towards your intended escape routes. Have you got enough back up to ensure that the tree will fall in the intended direction? Is there enough space to enable you to take evasive action if the unforeseen does occur?

Staff competency and experience:

Staff should have the necessary training, experience and competency certificate relevant to the task they are undertaking. Remember that people holding only CS 30/31 with little additional experience can quickly find themselves in situations outside their experience and skill base. This is particularly true when faced with larger and awkward fells and when faced with the unique hazards associated with arboricultural operations in gardens and the built

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	JUSTICE: UMZINTO MAGISTRATE COURT - 99 COURT ROAD : CUTTING DOWN AND TRIMMING OF 10x HUGE TREES AT THE COURT (5x AT THE FRONT GARDEN & 5x AT THE BACK GARDEN)
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Quotation no:	DBNQ-3193402	Reference no:	ID 3193402 19/2/4/2/2/6308/419
Advertising date:	13/06/2024	Closing date:	28/06/2024
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 GB or higher, or 1 SH** * or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or higher, or Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

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

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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 & External Use

Effective date: July 2023

Page 1 of 7
Version: 2023/07

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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4 RESPONSIVENESS CRITERIA

4.1. 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	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC). P.N. N/A
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects. P.N. N/A
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	<input type="checkbox"/>	Submission of DPW-16.1 signed by the authorised official and completion of bid briefing attendance register.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Submission of a Valid Certificate of a Carpenter. P.N. N/A
11	<input checked="" type="checkbox"/>	PA 32 - Invitation To Bid
12	<input type="checkbox"/>	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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 will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars P.N. N/A
5	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6	<input type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.
7	<input type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.

10	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	<input checked="" type="checkbox"/>	Contractor must be in good standing with Workmans Compensation (COIDA) Letter of Good Standing must be submitted.
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents 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 unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the

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".

evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

6.2 Commercial risks:

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

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

7. COLLECTION OF QUOTATION DOCUMENTS

☒ Quotation documents are available for collection during working hours

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

8. SITE INSPECTION MEETING

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

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

Venue:			
Virtual meeting Link:			
Date:		Starting time:	

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	PEGGY N. NGIDI	Telephone no:	031-314 7210
Cellular phone no		Fax no:	086 2724930
E-mail	peggy.ngidi@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official		Telephone no:	
Cellular phone no		Fax no:	
E-mail			

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 54315 Durban 4000 Attention: Procurement section: Room BOX 16	Deposited in the tender box at: Department of Public Works and Infrastructure 157 Monty Naicker Road, by Securities. (bidders to note that entrance in Dr Pixley Ka Seme is temporally closed) OR BOX 16
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ANNEXURE TO PA-03 (EC):

NOTICE AND INVITATION FOR QUOTATION

Project title:	Dep Of JUSTICE: UMZINTO MAG. COURT – 99 Court Road SERVICE: CUTTING DOWN AND TRIMMING OF 10x HUGE TREES AT THE COURT
Reference no:	I.D/3193402 - (19/2/4/2/2/6308/419)

Quotation No:			
Advertising date:	/ /2024	Closing date:	/ /2024
Closing time:	11:00am	Validity period:	84 Days

BIDDERS TO TAKE NOTE OF THE FOLLOWING

- Contractor must comply with OHS Act no. 85 of 1993 with Regulation.
- Contractor must be in good standing with Workman's Compensation. (COIDA)
- Contractor must provide proof of relevant required registration and all compliant certification of conformances.
- Submission of Safety Plan before commencement on Site
- The Safety Plan should be approved by the Client (NDPWI) before commencement of work onsite.
- Submission of PA32 Invitation to bid.
- Submission of BBBEE sworn affidavit of certificate attested the Commissioner of oath or a certified copy of BBBEE certificate issued by CIPC or SANAS approved BBBEE certified valid at the time of closing (subject for verification).
- Submission of Valid Certificate of a Carpenter.

Only Awarded Service Provider will be required to submit Security Clearance Documents.

Awarded Service Provider to Submit Public Liability Cover and Safety Plan before Commencement on Site.



FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
 - 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
 - 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
 - 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
 - 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
 - 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
 - 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
 - 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;
 - 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
 - 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
 - 1.1.11. "Day" means a calendar day;
 - 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
 - 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
 - 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
 - 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
 - 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
 - 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.



DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:
 - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
 - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.
- 10. AMBIGUITY IN DOCUMENTS**
- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.
- 11. INSURANCES**
- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.
- 12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 13. PROGRAMME**
- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



- 7.5. The Service Provider shall notify the Employer immediately on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;



- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.



- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. PAYMENTS

- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
 - 26.2.2 adjustments in terms of the pricing data;
 - 26.2.3 additional work rendered by the Service Provider;
 - 26.2.4 CPAP adjustment where stated in the Contract Data; and
 - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

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-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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



B *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	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"> 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	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			<ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<p>Or</p> <ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder.

			<p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	<p><i>Van</i> <i>Kan</i></p> <p>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</p> <p><i>Kro</i></p>	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	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"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

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

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 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:

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

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:

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

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 (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 transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity 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 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

Name of Tenderer

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

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

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT



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

  WORX4U Department of Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA		JOB CARD NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE		PRIORITY: PROBLEM TYPE: STATUS:
DATE REQUESTED / /	REGION : DBN Durban Regional Office	BUILDING NAME	FACILITY NAME :	REQUEST NUMBER ID:
REQUESTOR		TEL NR		
CLIENT DEPARTMENT NAME				
ADDRESS				
CLIENT NAME		TEL NR		
DESCRIPTION				
SCOPE OF WORK				
DATE SCHEDULED		TIME SCHEDULED		SCHEDULED HOURS

SERVICE PROVIDER COMPANY: _____ **Cell number** _____

No.	Description of work done	Qty

SERVICE PROVIDER NAME: NEED ARTISAN CERTIFICATE TO BE ATTACHED AND CERTIFIED () x Artisan: Name: () x Assistance:	DATE STARTED: PER DAY		SIGNATURE
	TIME STARTED: PER DAY		
	DATE FINISHED: PER DAY		
	TIME FINISHED: PER DAY		
HRS FOR ARTISAN: DAY 1(), DAY 2(), DAY 3(), DAY 4(), DAY 5(), 6(), DAY 7(), DAY 8(), DAY 9(), DAY 10 (), = Total hrs. : ()			
HRS FOR ASSISTANCE: DAY 1(), DAY 2(), DAY 3(), DAY 4(), DAY 5(), 6(), DAY 7(), DAY 8(), DAY 9(), DAY 10 (), = Total hrs. : ()			
REMARKS			

TO BE COMPLETED BY CLIENT MANAGER

I certify I personally checked and am satisfied that the work has been executed (however I do not certify technical correctness).

NAME:	TEL Nr.	DESIGNATION	CLIENT DEPARTMENT OFFICAL DATE STAMP
SIGNATURE			
DATE			

SERVICE PROVIDER MUST SUBMIT THE COMPLETED FORM WITH SIGNATURE AND DATE STAMP OF CLIENT DEPARTMENT

TO BE COMPLETED BY WORKS MANAGER

I certify/ declare that the work was executed satisfactorily, that the good / materials were according to specification and were received in good order, installed and that all records were updated. Circle or N/a (Work completed: Yes, No, N/a) (Work Incomplete: Yes, No, N/a)

NAME :	TEL Nr. Cell Nr.	DESIGNATION : CWM
SIGNATURE		DATE



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ASSUMPTION OF DUTY & COMPLETION OF SERVICE CONTROL SHEET

Client	Town / Institution	Ref. No.	Call out #	NDPW Official

Description:

1. (a) Normal Services: -

When assuming duty ensure that the order and bill of quantities/scope of works is shown to the client's representative on site, otherwise you will not be allowed to commence work.

(b) Emergencies/Urgent services: -

Reference number & Control/Area Works Manager's (who called you out) name & cell phone number to be given to clients' representative.

2. On completion of the Works (in all respects) this certificate must returned by hand, faxed or emailed Immediately in order for the Area Works Manager to conduct a final inspection. Any delays on your part will result in client dissatisfaction & late payments.

NOTIFICATION OF COMPLETION BY CONTRACTOR

The above works is complete in all respects and is ready for inspection.

Trading Entity's Name and stamp above

Contractors Signature

Date

CLIENTS CONFIRMATION: (COMPULSORY) Logistical Officer who complained or equal.

Name	Signature	Rank	Clients - Date Stamp

NDPW USE: CONFIRMATION OF SERVICE

I, the undersigned hereby confirm that the works has / has not been inspected and was found / confirmed to be satisfactory and complete in all respects (delete where n/a).

Chief WM

Name

Rank

CWM Signature

Date

Order No.		Date issued	/ /	Inv no.	
-----------	--	-------------	-----	---------	--

Please proceed with this payment

	Name	Rank	Date in	Date out	Signature
Works Manager		CWM			
Control Works Manager		CWM			