



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

QUOTATION DOCUMENT

PROJECT DESCRIPTION: REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.

BID NO: ID-3216176
Closing Date: 14 October 2024
Closing Time: 11H00
Bid Briefing Meeting Date: NONE
Bid Briefing Meeting time: NONE

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
AVN Building
251 Nana Sita
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **Noxolo Mtambo**
Tel No: **012 492 3049** during office hours
Cell No: **None**
Email Address: Noxolo.Mtambo@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Martin Molokomme**
Tel No: **None** during office hours
Cell No: **083 677 2654**
Email Address: Martin.Molokomme@dpw.gov.za

Table of Bid Documents	Page
SUMMARY OF QUOTATION INFORMATION	4
PA 32: INVITATION TO BID	5
PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION.....	8
TERMS OF REFERENCE/ SPECIFICATIONS	12
PRICING SCHEDULE	13
PA-11: BIDDER'S DISCLOSURE.....	14
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	18
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES.....	20
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES.....	23
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	26
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	27
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	29
DPW-09 PARTICULARS OF TENDERER'S PROJECTS.....	31
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	34
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	39
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL.....	42
PA-10: GENERAL CONDITIONS OF CONTRACT (GCC).....	45

SUMMARY OF QUOTATION INFORMATION

Bid Number	ID-3216176	
Bid/ Project Description	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.	
Bid Closing date & Time	Monday, 14 October 2024	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	Date of Bid Briefing (if any) NONE	Time of Bid Briefing (if any) NONE
Venue	NONE	
SCM SPECIFIC ENQUIRIES:	Noxolo Mtambo	Noxolo.Mtambo@dpw.gov.za
	012 492 3049	None
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Martin Molokomme	Martin.Molokomme@dpw.gov.za
	None	083 677 2654
Quotation Validity Period	30 calendar days	
Bid Document Price	Free of Charge	
Procurement Plan Reference Number	[Comments]	



PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ID-3216176	CLOSING DATE:	Monday, 14 October 2024	CLOSING TIME:	11H00
DESCRIPTION	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.				
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 THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE TAXES)		R	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Martin Molokomme
CONTACT PERSON	Noxolo Mtambo	TELEPHONE NUMBER	None
TELEPHONE NUMBER	012 492 3049	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Martin.Molokomme@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	079 677 2654



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.
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. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

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 <u>a firm and final offer</u> . |
| 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. |

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.		
Bid no:	ID-3216176	Procurement Plan Reference no:	[Comments]
Advertising date:	Friday, 27 September 2024	Closing date:	Monday, 14 October 2024
Closing time:	11H00	Validity period:	30 calendar days

1. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	CIDB GRADING 1GB OR HIGHER
9	☐	
10	☐	
11	☐	<i>Specify other responsiveness criteria</i>
12	☐	<i>Specify other responsiveness criteria</i>

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.

3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	Certified original sworn affidavit/ original BBBEE certificate
8	☐	Specify other responsiveness criteria
9	☐	Specify other responsiveness criteria
10	☐	Specify other responsiveness criteria

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

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
---	-------------------------------------	---

2. BID EVALUATION METHOD

2.1 This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

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 below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	• 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	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any account or statement which is in the name of the bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and • Medical Certificate indicating that the disability is permanent. - Or

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

4. COLLECTION OF QUOTATION DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> NONE	Starting time:	<i>Time of Bid Briefing (if any)</i> NONE

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	Martin Molokomme	Telephone no:	Landline
Cellular phone no	083 677 2654	Fax no:	None
E-mail	Martin.Molokomme@dpw.gov.za		

6.2 SCM enquiries may be addressed to:

SCM Official	Noxolo Mtambo	Telephone no:	012 492 3049
Cellular phone no	083 326 2874	Fax no:	None
E-mail	Noxolo.Mtambo@dpw.gov.za		

7. DEPOSIT / RETURN OF TENDER 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).

Closing Date: Monday, 14 October 2024

Closing Time: 11H00



Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure AVN Building 251 Nana Pretoria
--	-----------	--

TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: ID-3216176

Project Description: REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.

Paste Specifications or Terms of Reference here

**TERMS OF REFERENCE TO REPAIR/
REPLACE DAMAGED ROOF COVERING,
REPLACE WATER DAMAGED CEILING,
REPLACE DAMAGED AND WORN-OUT
WOODEN FLOORING, RESTORATION OF
KITCHEN BUILT-IN CUPBOARD DOORS,
REPLACEMENT OF DAMAGED KITCHEN
COUNTER TOP, EXTERNAL AND INTERNAL
PAINTING OF WALLS, PERIMETER WALL
AND RESTORATION OF THE BRICK PAVING
AROUND THE HOUSE AND SWIMMING
POOL AT 322 RIGEL AVENUE IN
WATERKLOOF**

T15/30/08/24

ID3216176

1 PURPOSE

To invite companies to bid to repair/ replace damaged roof covering, replace water damaged ceiling, replace damaged and worn-out wooden flooring, restoration of kitchen built-in cupboard doors, replacement of damaged kitchen counter top, external and internal painting of walls, perimeter wall and restoration of the brick paving around the house and swimming pool at 322 Rigel avenue in Waterkloof

2 ABOUT THE DEPARTMENT

The mandate of the Department of Public Works (DPW) is, *inter alia*, bid to repair/ replace damaged roof covering, replace water damaged ceiling, replace damaged and worn-out wooden flooring, restoration of kitchen built-in cupboard doors, replacement of damaged kitchen counter top, external and internal painting of walls, perimeter wall and restoration of the brick paving around the house and swimming pool at 322 Rigel avenue in Waterkloof

SCOPE OF work

- 3.1 The required service to be completed by 16h00 on the 31 March 2025.
- 3.2 All work to be coordinated with DPWI (project manager responsible on site) and SAPS (access to be arranged with SAPS prior security cleared appointed service provider can resume with work on site)

3 MINIMUM REQUIREMENTS APPLICABLE TO THIS BID

4.1 Administrative responsiveness Criteria

Failure to comply with the criteria state hereunder shall result in the tender offer being disqualified from further consideration:

- 4.1.1 Bid form must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
- 4.1.2 Submission of PA-11: Declaration of interest and bidder's past supply chain management practices.
- 4.1.3 Submission of PA-29: Certificate of Independent Bid Determination.
- 4.1.4 Provide proof of a registration on the National Treasury Central Suppliers Database by completing the invitation to bid form PA 32 with supplier registration number and unique registration reference number
- 4.1.5 Submission of a complete Price Schedule
- 4.1.6 Submission of a copy of the insurance

4.2 Infrastructure Requirements

The following resource requirements must be complied with and be included in the Bid price:

4.2.1 To ensure that all the required repairs are covered

4.2.2 Ensure Act 205 compliance and Engineering certification is supplied to the Department

4.2.3 All material, travelling and labour must be included at the cost of the tenderer

4.2.4 Must comply with the Occupational Health and Safety regulations

4.2.5 The Service Provider shall be liable for the Security of all the material and equipment's for the period of the project.

5. ALL POTENTIAL SERVICE PROVIDER TO NOTE THE FOLLOWING:

5.1 The service provider must have the companies' liabilities and insurance.

5.2 Upon completion of the project, a close-out report with photographic images of the focal points of the project should be handed to DPW. No final payment will be made if the said report is not submitted to DPW.

6. REPONSIBILITIES

6.1 **DPW:** The departmental officials, who are involved in for the event will be responsible for:

- Providing the necessary detail and information arrangements in a form of a Project Plan that the required service requirements are understood
- Rendering all reasonable assistance in executing the service
- Granting the service providers access to the areas.

6.2 **SERVICE PROVIDER:** The personnel, who is involved in the project will be responsible for:

- Executing services as stipulated in the terms of reference
- Keep site safe and clean at all times especially after hours
- Timeous delivery of services as stipulated on approved Projects Execution Plan.
- Upon request from the Department remove any resource employed from site should the service rendered by the resource not be in accordance with Departmental requirements.
- Submission of the closeout report as stated in clause 5.2

- Timeous submission of correct detailed invoices for services rendered in order for payments to be effected by DPW within 30 days of receipt as per Bid stipulation.
- Any additional work not approved by the DPWI will be for their own account
- Any damage to the structure or pavement will be at the cost of the service provider
- The DPWI has the right to reduce the scope as in when required.

7. ENQUIRIES:

Technical queries

Mr. Martin Molokomme

083 677 2654

martin.molokomme@dpw.gov.za

NO		DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
1		T15/30/08/24 ID3216176					
1.1		DESCRIPTION OF SERVICES TO BE RENDERED: REPAIR/ REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF					
1.2		THE BELOW AND ALL NECESSARY PRECAUTIONS ARE TO BE FOLLOWED AND ADHERED TO AT ALL TIMES, NO WORK NOT INCLUDED IN THE ATTACHED BOQ WILL NOT EXECUTED UNTIL AND UNLESS WRITTEN APPROVAL IS RECEIVED FROM THE PROJECT MANAGER.					
1.3		IT IS THE RESPONSIBILITY OF THE SERVICE PROVIDER TO KEEP SITE SAFE, CLEAN FOR HIS EMPLOYEES AND CLIENTS AND CLEARING OF ALL RUBBLE FROM SITE.					
1.4		THE RESPONSIBLE SERVICE PROVIDER WILL REGISTER ELECTRICAL AND WATER METER READING WHEN OCCUPYING SITE AND AT THE TIME OF HANDING OVER THE SITE TO THE DEPARTMENT FOR RECORD PURPOSES.					
1.5		THE RESPONSIBLE SERVICE PROVIDER WILL SUBMIT THE FOLLOWING DOCUMENTS TO PROJECT MANAGER AFTER THE COMPLETION OF WORK OR HANDING OVER SITE: PICTURES FOR THE EXECUTION OF THE WORK. NEW SET OF KEYS OF THE PROPERTY. ROOF GUARANTEE CERTIFICATE FOR A PERIOD OF 10 YEARS. CERTIFICATE OF COMPLIANCE AND A CERTIFIED COPY OF WIREMANS LISCENCE.					
1.6		THE RESPONSIBLE SERVICE PROVIDER WILL: COMPLY AND ADHERE TO ALL LOCAL AND NATIONAL BUILDING REGULATIONS COMPLY TO OCCUPATIONAL HEALTH AND SAFETY ACT SERVICE PROVIDER'S PERSONNEL ON SITE SHOULD BE IDENTIFYABLE DURING THE PROJECT PERIOD/ DURATION					

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
SECTION A						
2	PREPARATIONS AND REMOVALS UNDERTAKEN					
2.1						
2.1.1	<i>Dropped sheets to be used for the entire project period and it is the responsibility of the contractor to protect all the items within the property during this period.</i>				Item	
2.1.2	<i>The site to be kept safe, clean and clear of all rubble. All rubble is to be removed from site to a suitable dumping area.</i>				Item	
2.1.3	<i>Make a provision for scaffolding to be used on site during waterproofing and painting of the roof.</i>				Item	
2.2	REMOVE ROOF COVERING, ETC					
2.2.1	Taking down and removing roofs, floors, ceilings, etc					
2.2.1.1	<i>Remove old damaged and broken roof tiles including battens</i>	Main house, helper's quarters and garages	m ²	1		
2.2.1.2	<i>Remove old damaged and broken ridges including battens</i>	Main house, helper's quarters and garages	m	1		
2.2.1.3	<i>Remove old metal valleys including battens</i>	Main house, helper's quarters and garages	m	1		
2.2.1.4	<i>Remove all skylight roofs including frames and keep safe to be reused after laying roof tiles</i>	Main house	no	1		
2.2.1.5	<i>Carefully dismantling and remove damaged sagging rhinoboard ceiling, branderings, light fittings and cornice due to water leakages</i>	Main house	m ²	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
2.2.1.6	Carefully dismantle and remove old kitchen damaged Post Form Top	Main house			Item	
2.2.1.7	Carefully remove remove double bowl sink including piping and keep safe for reuse	Main house	No	1		
2.3	REMOVE CARPENTRY AND JOINERY					
2.3.1	Carefully remove damaged laminated wooden flooring due to water leakages	Main house	m ²	1		
2.4	REMOVE WATERPROOFING, ETC					
2.4.1	Remove old and damaged waterproofing membrane around chimney, skylight roofs and brick work pillar	Main house, helper's quarters and garages	m ²	1		
2.4.2	Remove old torch-on waterproofing membrane on Reinforced Concrete Roof Slab and to Parapet walls	Veranda	m ²	1		
2.5	REMOVE IRONMONGERY, ETC					
2.5.1	Carefully take out damaged/ broken ironmongery including patching up openings and making good plaster (making good paintwork elsewhere) including later fixing in same or similar position					
2.5.2	Chromium plated towel rails not 100mm long	Main house, helper's quarters and garages	no	1		
2.5.3	Remove old lockset from timber door and burglar gates	Main house, helper's quarters and garages	no	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3	SECTION B					
3.1	<u>REPAIRS TO STANDARD</u>					
3.1.1	<u>WATERPROOFING</u>					
3.1.2.1	WATERPROOFING TO FLAT ROOFS (REINFORCED CONCRETE SLAB)					
3.1.2.1.1	4mm torch-on polyester based sheeting					
3.1.2.1.2	<i>On flat roofs</i>	Veranda	m ²	1		
3.1.2.1.3	<i>Sealling edges to brickwork or concrete</i>	Veranda	m ²	1		
3.1.2.1.4	<i>Apply universal undercoat paint to roof surface as per the manufactures specifications and project managers instructions</i>	Veranda	m ²	1		
3.1.2.1.5	<i>Apply two coat of Bitumin Silver coat superior UV reflection aluminium paint to torch-on concrete flat roof to match the existing and as per the manufacturer's specification</i>	Veranda	m ²	1		
3.1.2	<u>CARPENTRY AND JOINERY</u>					
3.1.2.1	<i>38 x 114mm x 6m timber nailed to trusses supporting and to keep trusses in position</i>	Main house, helper's quarters and garages	m	1		
3.1.2.2	<i>Replace wooden shelves to B/C to match the existing</i>	Main house, helper's quarters and garages	No	1		
3.1.2.3	<i>Ditto but to kitchen units</i>	Main house, helper's quarters and garages	No	1		
3.1.2.4	<i>900 x 1700 x30mm thick Kitchen Countertop Granite D60Cm X H3Cm Nero Rustenburg fixed to kitchen units and apply a suitable sealer between the joints</i>	Main house, helper's quarters and garages	No	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.2.5	600 x 5 x 30mm thick Kitchen Countertop Granite D60Cm X H3Cm Nero Rustenburg fixed to kitchen units and apply a suitable sealer between the joints	Main house, helper's quarters and garages	No	1		
3.1.3	ROOF COVERINGS					
3.1.3.1	ROOF INSULATION					
3.1.3.1.1	Ecolay undertile roof membrane 1440 x 30m laid taut over over timber rafters and fixed concurrent with tiling					
3.1.3.1.2	Ecolay undertile roof membrane 1440 x 30m laid taut over battens etc	Main house, helper's quarters and garages	m ²	1		
3.1.4	CLAY / CEMENT ROOF TILES					
3.1.4.1	Roof tiles to match existing nailed with non-corrosive tile nailed to softwood purlins (elsewhere)					
3.1.4.1.1	Double Roman Plus cement roof tiles not exceeding 30 degrees including battens	Main house, helper's quarters and garages	m ²	1		
3.1.4.1.2	Ridge tiles bedded and pointed in cement mortar to match tile colour	Main house, helper's quarters and garages	m	1		
3.1.5	CEILINGS					
3.1.5.1	NAILED UP CEILINGS					
3.1.5.1.1	9.6 mm Gypsum plaster board, fixed in position					
3.1.5.1.2	Horizontal ceilings secured to 38 x 38mm branderings at 450 centres in both directions including branderins	Main house	m ²	1		
3.1.5.2	POLYSTYRENE CORNICES					
3.1.5.2.1	2000 X 110 X 110mm corices	Main house	m	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.6	<u>FLOOR COVERING</u>					
3.1.6.1	1291 x 193 x 8mm thick High Gloss laminate range flooring solution in a bleached oak colourway with a high gloss finish	Main bedroom, bedroom 1, bedroom 2, study room and waiting area, Tv room and dining/ board room	m ²	1		
3.1.6.2	Ditto but laminated skirting	Main bedroom, bedroom 1, bedroom 2, study room and waiting area, Tv room and dining/ board room	m	1		
3.1.7	<u>PLASTERING</u>					
3.1.7.1	Rhinolite to gypsum plaster ceiling boards					
3.1.7.2	Rhinolite skimming to the entire gypsum plaster ceiling boards surfaces, use clean steel trowel to level off any uneven areas and leave to set	Main house	m ²	1		
3.1.7.3	Under no circumstances should Rhinolite be sanded. All Rhinolite surfaces must be sealed with an oil-based paint bonding liquid or a pigmented plaster primer, suitably thinned down with mineral turpentine. Allow to dry for 24 hours before applying two coats of acrylic paint.	Main house	m ²	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.8	REMOVE PLUMBING AND DRAINAGE					
3.1.8.1	Carefully remove metal sink including trap and keep safe to reused after new top has been installed	Main house, helper's quarters and garages	no	1		
3.1.8.2	Remove existing gutters from the sprockets and keep safe for reuse purposes after cement roof tiles has been laid	Main house, helper's quarters and garages	m	1		
3.1.8.3	Remove existing down pipes from the gutters and keep safe for reuse purposes after cement roof tiles has been laid	Main house, helper's quarters and garages	No	1		
3.1.8.4	Remove old chromium plated sink mixer	Main house, helper's quarters and garages	no	1		
3.1.8.5	Remove chromium plated bath mixer	Main house	no	1		
3.1.8.6	Remove old and damaged WC including cistern	Main house, helper's quarters and garages	no	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.9	PAINT WORK					
3.1.9.1	PAINTWORK ON PREVIOUSLY PAINTED SURFACES					
3.1.9.1.1	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied, blistered or peeling paint shall be completely removed and cracks shall be opened, filled with suitable filler and finished smooth.					
3.1.9.1.2	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.3	<i>On internal walls</i>	<i>Main house, helper's quarters and garages</i>	<i>m²</i>	<i>1</i>		
3.1.9.1.4	<i>To internal Gypsum board ceilings</i>	<i>Main house, helper's quarters and garages</i>	<i>m²</i>	<i>1</i>		
3.1.9.1.5	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.6	<i>On external walls</i>	<i>Main house, helper's quarters and garages</i>	<i>m²</i>	<i>1</i>		
3.1.9.1.7	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.8	<i>To 590 x 240 x 2, 1m high plastered brick columns</i>	<i>Veranda</i>	<i>m²</i>	<i>1</i>		
3.1.9.1.9	<i>Ditto but to 350 x 240 x 2, 1 high plastered brick columns</i>	<i>Veranda</i>	<i>m²</i>	<i>1</i>		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.9.1.10	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.11	<i>To soffit of the slab</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.1.12	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.13	<i>To retaining wall</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.1.14	Remove all existing loose, flacking and peeling paint and putty lime up to cement plaster by scabbing and sanding down (no chemical removers or burners allowed) and apply one coat primer and two coats of interior quality PVA emulsion paint					
3.1.9.1.15	<i>To boundary wall</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.2	VARNISH ON WOOD/ APPLY WOOD OIL					
3.1.9.2.1	Make good defects, sand smooth and clean, apply first coat thinned appropriately and two final coats of clear varnish, all in strict accordance with the manufacturer's specifications.					
3.1.9.2.2	<i>To wooden glass doors including wooden frames</i>	Main house, helper's quarters and garages	m ²	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
3.1.9.2.3	<i>Ditto but to solid wooden doors including wooden frames</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.2.4	<i>Ditto but to wooden window frames (Both sides measured over the full flat area)</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.2.5	<i>Ditto but to wooden skirting</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.2.6	<i>Ditto but to wooden garage doors</i>	Main house, helper's quarters and garages	m ²	1		
3.1.9.3	PAINTWORK ON METAL					
3.1.9.3.1	Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one undercoat Type II and two full coats high gloss polyurethane non-drip enamel paint on steel					
3.1.9.3.2	<i>Stainless Steel Handrail</i>	Around the house	m ²	1		
3.1.9.3.3	<i>Ditto but to burglar gates</i>	Around the house	m ²	1		
3.1.9.3.4	<i>Ditto but to gates</i>	Around the house	m ²	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
EXTERNAL WORK						
PAVING						
3.1.10						
3.1.10.1						
3.1.10.2	Carefully remove 80mm thick brick paving, clean and keep safe for reuse purposes	Around the house	m ²	1		
3.1.10.3	Cut and remove tree roots underground, level, fill surface with 50mm thick bedding elsewhere required and make good to receive paving	Around the house	m	1		
3.1.10.4	Remove all weeds and apply weed killer between paving according to manufacture's specifications, allow to dry and apply waterproofing grouting between the paving where required	Around the house	m ²	1		
3.1.10.5						
3.1.10.6	80mm thick paving laid on 50mm thick clear sharp sand bed with sand swept into joints and hose down including weed killer and ant poisoning to match existing					
3.1.10.7	Paving to driveway, around the house and swimming pool	Around the house	m ²	1		
4						
4.1	SECTION C					
4.1.2	MAINTENANCE OF CCTV CAMERAS AND MONITORING SYSTEM					
4.1.2	SUPPLY AND INSTALL THE FOLLOWING CCTV CAMERAS, COMPLETE WITH MOUNTING BRACKETS, LENSES, HOUSING, FANS, PAN/ TILT/ ZOOM UNITS, DOMES, DRIVES, ETC.					
4.1.2.1	Replace Bullet cameras 4MP 40M IP	Main house	No	1		
4.1.2.2	25 x smart bullets PTZ	Main house	No	1		
4.1.2.3	Replace 16 Chanel Power supply 12 V	Main house	No	1		
4.1.2.4	Install 16 CH NVR POE	Main house	No	1		
4.1.2.5	Install 16 port switch POE network switch	Main house	No	1		
4.1.2.6	Replace Cable Cat6 network cable UTP Unshielded Twisted 1500M inclusive connectors	Main house	No	1		
4.1.2.7	Replace PVC pipe 25MM 500m inclusive connectors	Main house	No	1		
4.1.2.8	Install surge protector	Main house	No	1		
4.1.2.9	Install UPS 3 KVA	Main house	No	1		
4.1.2.10	Repair 6U door Cabinet and locking mechanism	Main house	No	1		
4.1.2.11	8TB, HDD	Main house	No	1		
4.1.2.12	38 inch monitor	Main house	No	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
5	SECTION D					
5.1	ELECTRICAL INSTALLATIONS					
5.1.1	Appliances fixed to flush or surface boxes complete with cradle, cover plate etc. and connected to conductors (boxes elsewhere measured)					
5.1.2	Replace 4x4 3pin double wall sockets in the Guard room	Main house	No	1		
5.2	Lighting fittings					
5.2.1	Supply, store, protect, erect, fix, including fixings, lamps, connectors, etc. the following light fittings including connections:					
5.2.2	Surface mounted to box, wall or ceiling					
5.2.3	In stall 16 flood 100w LED light around the house Guard room next to the cameras	Main house	No	1		
5.3	EXCAVATIONS					
5.3.1	Nature of ground and classifications of materials to be excavated including backfill for electrical installations					
5.3.2	Excavations in earth/ pickable soil, compacted filling not exceeding 2m deep					
5.3.3	For trenches	Main house	m ³	1		
5.3.4	For Soft rocks	Main house	m ³	1		
5.3.5	For hard rocks	Main house	m ³	1		
5.4	BACKFILLING					
5.4.1	Fill trench with bedding and backfill with selected material	Main house	m ³	1		
5.5	SURFACE COVERING					
5.5.1	Lift and reinstate surface (for cable excavating) to original condition					
5.5.2	Paving	Main house	m ²	1		
5.5.3	Install 1,5 mm suffix cable to supply flood lights	Main house	m	1		
5.5.4	Repair 1.5mm Suffix electrical cable inside and outside the house including all necessary connectors	Main house	m	1		
5.5.5	Balance the phases, label electrical distribution boards	Main house			Item	

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
5.5.6	PVC Conduit fixed vertically to wall surfaces after painting of the walls					
5.5.7	Supply 25mm PVC pipe	Main house	m	1		
5.5.8	Install 25mm PVC pipe	Main house	m	1		
5.6	TESTING AND COMMISSIONING					
5.6.1	Test and commission the entire electrical installation for distribution boards and equipment and issue the necessary Certificate of Compliance					
5.6.2	Supply testing and commissioning	Main house			Item	
5.6.3	Install test and commissioning	Main house			Item	
6	SECTION E					
6.1	MECHANICAL INSTALLATIONS					
6.1.1	Air conditioning system1					
6.1.1.1	Replace the existing faulty 18 000 btu split unit air conditioning system in the main bedroom (01), study room (01), lounge (01), bedroom (01) including coper pipes, armour flex and brackets	Main house	Ea	1		
6.1.1.2	Replace existing faulty 12 000 btu split unit air conditioning system in Guard room including coper pipes, armour flex and brackets	Main house	Ea	1		
6.1.1.3	2,5 mm suffix, cable 300m	Main house	Ea	1		
6.1.1.4	25 amp circuit breaker	Main house	Ea	1		
6.1.1.5	15 amp circuit breaker	Main house	Ea	1		
6.1.1.6	32 amps weatherproof isolator	Main house	Ea	1		
6.1.1.7	20 amps weatherproof isolator	Main house	Ea	1		
6.1.1.8	PVC 40 x 40 mm trunking 10M including connectors	Main house	m	1		
6.1.1.9	20mm x 6m conduit install horizontal inclusive of all suitable connectors	Main house	m	1		

NO	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
6.1.2	INTERCOM					
6.1.2.1	IP intercom gate station	Main house	No	1		
6.1.2.2	Cat 6 200m	Main house	No	1		
6.1.2.3	IP two way phone set	Main house	No	1		
6.1.2.4	Cat 6 cable 200m	Main house	m	1		
6.1.3	AUTOMATED GATE					
6.1.3.1	Remove and install D20 centurion motor set inclusive mounting, track and remote programming to a good working condition.	Main house	No	1		
6.1.4	ELECTRIC FENCING					
6.1.4.1	Repair electric fence at 180m boundary wall long with gate contact to a good condition	Main house	m	1		
6.1.5	ROOF WARRANTY					
6.1.5.1	Make a provision of roof warranty certificate for the period of two years from the date of completion (this will mean that the contractor / service provider agrees to attend to the roof defects caused by labor and installation where they have worked on and where there is a poor workmanship within five years after waterproofing of the roof except where roof is damaged by natural courses, fallen trees e.t.c)				Item	

No	DESCRIPTION	LOCATION	UNIT	QUANTITY	RATE	AMOUNT
7	LABOUR SCHEDULES					
7.1	ARTISAN		Hrs	1		
7.2	LABOUR		Hrs	1		
7.3	TRANSPORT/ TRAVELLING AT R5/ KM		Km	1		
7.4	TOTAL					
7.5	ADD 15% VAT					
7.6	GRAND TOTAL					



PRICING SCHEDULE

Quotation No: ID-3216176

Bid/ Project Description: REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.

Paste Pricing Schedule here

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 interest³ 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

(³) 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.

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 External Use

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 declare 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 consortium⁴ 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.



⁴ 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.

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 External Use

- 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 DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



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

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per 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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

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

- 1 *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.

- 2 The Enterprise accept 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.
- 3 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:

Postal Code _____

Postal Address:

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender 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:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (tender number as per 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 tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.		
Tender / Quotation no:	ID-3216176	Reference no:	[Comments]

Date Bid Briefing Meeting: NONE

Time of Bid Briefing Meeting: NONE

Venue: NONE

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.		
Tender / Quotation no:	ID-3216176	Reference no:	[Comments]

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: ID-3216176

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 / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



State date of South African citizenship obtained (not applicable to persons born in South Africa)

1. 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, 2022, 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



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.		
Tender / Quotation no:	ID-3216176	Closing date: Monday, 14 October 2024	Time: 11H00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						



7.									
----	--	--	--	--	--	--	--	--	--

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							



Name of Tenderer		Signature		Date	

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. PRI

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

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	• 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	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

2. DEFINITIONS

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	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	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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



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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”

Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

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

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of ____/____/____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

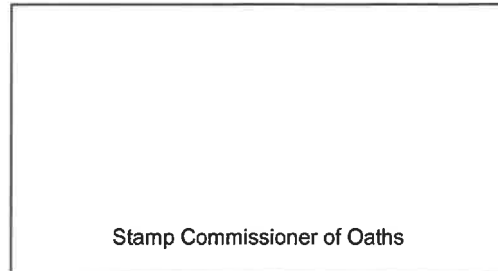
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.



Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: ID-3216176

BID/ PROJECT DESCRIPTION: REPAIR/REPLACE DAMAGED ROOF COVERING, REPLACE WATER DAMAGED CEILING, REPLACE DAMAGED AND WORN-OUT WOODEN FLOORING, RESTORATION OF KITCHEN BUILT-IN CUPBOARD DOORS, REPLACEMENT OF DAMAGED KITCHEN COUNTER TOP, EXTERNAL AND INTERNAL PAINTING OF WALLS, PERIMETER WALL AND RESTORATION OF THE BRICK PAVING AROUND THE HOUSE AND SWIMMING POOL AT 322 RIGEL AVENUE IN WATERKLOOF.

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

2. Definitions
3. Application
4. General
5. Standards
6. Use of contract documents and information; inspection
7. Patent rights
8. Performance security
9. Inspections, tests and analysis
10. Packing
11. Delivery and documents
12. Insurance
13. Transportation
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the supplier's performance
23. Penalties
24. Termination for default
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language

- 31. **Applicable law**
- 32. **Notices**
- 33. **Taxes and duties**
- 34. **National Industrial Participation Programme (NIPP)**
- 35. **Prohibition of restrictive practices**

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the



purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.



- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties



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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits.



According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.