



**PIKITUP JOHANNESBURG SOC LIMITED**

**TENDER INVITATION DOCUMENT FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES FOR PIKITUP ON AS AND WHEN BASIS FOR A PERIOD OF TWELVE (12) MONTHS.**

**TENDER NO: PU 147 / 2025**

**CLOSING DATE: 14 JULY 2025**

**CLOSING TIME: 11:00AM**

**BIDDER NAME:** .....

**TOTAL BID AMOUNT – R** .....

**TENDER DOCUMENT FOR:**

**PIKITUP JOHANNESBURG SOC LTD  
JORISSEN PLACE  
66 JORISSEN STREET  
BRAAMFONTEIN, JHB**

Contact person: Mlungisi Shongwe  
E-mail: mlungisishongwe@pikitup.co.za  
Enquiries relating to this bid may be e-mailed to the mentioned above contact person.

Bid response document must be deposited at:  
Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB before the closing date and time.

**Compulsory Information Session.**

A compulsory information session will be held on:  
**19 June 2025 at 11:00am at Pikitup Waterval Depot,  
No 3 Albert Street, Albertville, Johannesburg**  
Longitude 27.978244 Latitude -26.168947

## **SCAM ALERT**

With an endeavor to promote transparent tender processes and to comply with the relevant legislation, bidding company names and bid values are called out at tender opening and such details are also published on the Pikitup website. Fraudsters however abuse the information available from various sources on the internet with fraudulent intentions.

It came to our attention that fraudsters are posing as municipal and / or Pikitup employees claiming that they are members of either the Bid Evaluation or Adjudication Committees, and soliciting bribes from bidders for being favored during the tender evaluation or being awarded the tender.

Bidders are requested to be vigilant pertaining to the following:

- Pikitup tender documents are available free of charge from the National Treasury e-tender portal, thus do not pay for tender documents.
- Pikitup is using the National Treasury Central Supplier Database (CSD), hence Pikitup will not request bidders to pay for supplier registration forms.
- All Pikitup tenders are published on the National Treasury e-tender portal and / or the Pikitup website. Only respond to tenders that are published on these websites.
- Bid responses must be deposited in the Pikitup tender box as indicated in the respective tender documents.
- Only correspond in writing with the Pikitup contact person as indicated in the tender document. The Pikitup official and contact details are also specified in the invitation to tender as advertised on the National Treasury e-tender portal and / or Pikitup website.
- Do not entertain any request for a bribe and never pay money for being favored or being awarded a tender.

## **REPORT FRAUD AND CORRUPTION**

**Please report fraud and corruption at the City of Johannesburg Anti-Fraud Hotline: 0800 002 587 or the National Treasury Anti-Corruption Hotline: 0800 701 701**

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# ANNEXURE 1.1

## MBD 1

# INVITATION TO BID

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PIKITUP JOHANNESBURG SOC LIMITED</b>					
BID NUMBER:	PU147/2025	CLOSING DATE:	14 JULY 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES FOR PIKITUP ON AS AND WHEN BASIS FOR A PERIOD OF TWELVE (12) MONTHS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE PIKITUP TENDER BOX SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, PIKITUP TENDER OFFICE, JORISSEN PLACE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B3 ON NEXT PAGE]	
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE <input type="checkbox"/>	TOTAL BID PRICE	R.....		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON	SAME		
CONTACT PERSON	MLUNGISI SHONGWE	TELEPHONE NUMBER	SAME		
TELEPHONE NUMBER	087 357 1228	FACSIMILE NUMBER	SAME		
E-MAIL ADDRESS	mlungisishongwe@pikitup.co.za	E-MAIL ADDRESS	SAME		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED)</b>  1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE PIKITUP SCM POLICY, THE TENDER CONDITIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCC CERTIFICATE TOGETHER WITH THE BID.  2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER.  2.7 WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED, THAT WILL BE USED TO VERIFY THE CURRENT TAX COMPLIANCE STATUS.										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> (THIS SECTION B3 IS ONLY APPLICABLE FOR FOREIGN BASED SUPPLIER OF GOODS / SERVICES / WORKS)										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB:**

- **FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

# ANNEXURE 1.2

## CONDITIONS OF TENDER

## CONDITIONS OF TENDER

### 1. GENERAL

- 1.1. Pikitup Supply Chain Management Policy and Procedure Manual (latest) will apply for this invitation.
- 1.2. All bids must be submitted in handwriting and in non-erasable black or blue ink on the official forms supplied by Pikitup.
- 1.3. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.4. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with the aforementioned, will be rejected
- 1.5. No alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.6. Wherever the tender document refers to any particular trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words "or equivalent".
- 1.7. Bidders must state the country of origin, and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify the aforementioned, if required.

### 2. PRICING

- 2.1. Rates and prices offered by the bidder must be written in the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and must be inclusive of all related costs, taxes and Value Added Tax (VAT) rate ruling at date of tender closing.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, insurance, packaging, delivery, accommodation, etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.5. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.6. Where the value of an intended contract exceed R1,000,000.00 (R1 million) per annum it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. Pikitup will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. The bidder must ensure that provision is made for VAT in these instances, and that the bid price is an all-inclusive rate.
- 2.7. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment(s) will be allowed.
- 2.8. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

### 3. SUBMITTING A BID

- 3.1. Bids may only be submitted on the tender invitation documentation as issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by Pikitup upon request, may be submitted as stated in the tender invitation document
- 3.2. Bid document in a sealed envelope and clearly marked with the "tender reference number, the title of the tender, and the bidding company name", must be deposited in the Pikitup tender box as indicated in the notice of the bid, on or before the closing date and time of the bid.
- 3.3. Sealed bid documents must be deposited in the Pikitup Tender box situated at the Pikitup Head Office, Ground Floor, East Wing, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, unless specified differently in the invitation to tender document.
- 3.4. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 3.5. The bid will close for tender strictly as per the details indicated on the cover page of this tender document.



- 3.6. No late bids will be accepted or considered for evaluation after the closing date and time. Bid documents deposited into the tender box after the closing date and time will be recorded as late bids and the bidder will be contacted to collect the bid document.
- 3.7. Bid responses sent or delivered to any other address besides the address stated in the tender document will not be considered.
- 3.8. Telegraphic, telephonic, telex, facsimile, e-mail, sent electronically, late bids, or bids submitted by any other means as specified in the invitation to tender will not be considered or accepted.
- 3.9. Only bids that are deposited into the tender / bid box prior to the closing date and time will be considered. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for Bids that are not deposited in the tender / bid box before the closing date and time.

#### 4. **BID DOCUMENT COMPLETION AND RESPONSE**

- 4.1. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with the aforementioned, will be rejected.
- 4.2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 4.3. No alterations or corrections to the information in the document (including pricing) may be performed by stapling or sticking another page over it.
- 4.4. Before submission of any bid, the bidder must check the number of pages to ensure pages are in the correct order, and to satisfy themselves that none of the pages are missing or duplicated.
- 4.5. The bidder must ensure that the bid response document is clearly and correctly indexed, and that pages and supporting documents are clearly and correctly captioned, titled, labelled, named or marked with the relevant headings, sections and / or subsections.
- 4.6. The bidder must ensure that the sections, subsections and / or supporting documents of the bid submission are filed in a chronological order, and that the bid document is securely bound.
- 4.7. Documentation and / or information that are not clearly indexed, referenced, identified and / or recognised will not be considered for evaluation purposes. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for documentation and / or information that are disregarded and / or not considered due to pages and / or supporting documents that are incorrectly filed or misplaced, or documentation that are not clearly or incorrectly indexed, referenced, titled, labelled, named, marked or captioned.
- 4.8. All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents. Pikitup will not take any responsibility for missing or lost pages, where the bidder submits loose pages, or where the bidder failed to securely bound supporting documents.
- 4.9. No bid response shall be considered unless it is accompanied by sufficient information to demonstrate that the goods or services offered fully comply with the specification and bid requirements.
- 4.10. Wherever the tender document refers to any particular trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words "or equivalent".
- 4.11. Bidders must state the country of origin, and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify the aforementioned, if required.
- 4.12. Bid documents submitted in the tender box and recorded in the tender register at the closing date may not be returned to the bidder, given that all bid documents must be kept on record for audit purposes. Bid documents deposited in the tender box may only be made available to the respective bidders where the tender was cancelled and / or an erratum was issued by Pikitup prior to the tender closing date.

#### 5. **BID OPENING**

- 5.1. Bids shall be opened in public at the Pikitup Tender Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. Where practical, the bidder names and / or prices will be read out at the time of opening bids.
- 5.3. Pikitup will record in a tender register which is open to public observation the details of bids received by the tender closing date and time. The electronic version of the tender register will subsequently be published on the Pikitup website.
- 5.4. Any bid received after the appointed time for the closing of bids shall not be considered but shall be filed unopened and / or the bidding company will be contacted to collect the bid.

6. **VALIDITY PERIOD**

- 6.1. The tenderer shall warrant that the tender offer remains valid, irrevocable and open for acceptance by Pikitup at any time for a period of 90 days after the closing date stated on the front page of the tender document, unless specified differently in the tender document. The tender offer will constitute an offer which remains open for acceptance during the validity period.
- 6.2. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the Pikitup's delegated authority, unless the required extension is as a result of an appeal process or court ruling.

7. **SITE VISIT, BRIEFING, OR INFORMATION MEETINGS**

- 7.1. Where the bid document specifies that a compulsory site visit, briefing, or information meeting will be held as per the details provided on the cover page of the bid document, it is a requirement of the bid that the bidder's representative must attend the briefing session as important information pertaining to the bid will be discussed at the meeting. Attendance of compulsory site visits and / or compulsory briefing sessions are mandatory, and bidders must attend and ensure to fully complete and sign the attendance register. Non-attendance or omitting to complete or sign the attendance register for the compulsory site visit or briefing meeting will result in your bid being disqualified for further evaluation.
- 7.2. Where the bid document specifies that the information meeting is not compulsory, attendance of the meeting would be optional to accommodate questions and responses relating to the bid.
- 7.3. Where the bid document specifies that no briefing or information meeting will be held. Queries or questions relating the bid must be email to the contact person as indicated in the bid document.

8. **EVALUATION OF BIDS**

- 8.1. Bidders must fully comply with all the minimum pre-compliance evaluation criteria which may include mandatory technical requirement, and must meet the minimum functionality evaluation criteria threshold (if functionality evaluation is applicable) to be considered for further evaluation. The tenders will be evaluated on the basis of the applicable point system as stipulated in the PPPFA. The 80/20 principle will apply for tendered prices up to R50 000 000 (fifty million rand), and the 90/10 principle will apply for tender prices with a Rand value above R 50 000 000 (fifty million rand), unless stated differently in the tender document. Subsequent to the aforementioned, objective criteria may apply.

9. **EVALUATION AND ADJUDICATION CRITERIA**

- 9.1. The tender will specify the applicable evaluation and adjudication criteria, which may include but not limited to the following:
- 9.1.1. Relevant minimum administrative and legislative requirements;
- 9.1.2. Mandatory requirements and relevant specifications;
- 9.1.3. Value for money;
- 9.1.4. Capacity and capability of bidders to execute the contract;
- 9.1.5. PPPFA and associated regulations (including price and preference);
- 9.1.6. Pikitup SCM Policy / Procedure provisions, and
- 9.1.7. Any other objective criteria specified in the tender.

10. **REQUIREMENTS OF A VALID BID**

- 10.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement may invalidate the bid. The bid may not be considered and no further correspondence will be entered into with regard to the following matters:
- 10.1.1. Non-submission of pre-compliance documentation,
- 10.1.2. The tender has not been completed in non-erasable handwritten black or blue ink,
- 10.1.3. Incomplete Pricing Schedule or Bill of Quantities,
- 10.1.4. A Form of Offer not signed in non-erasable black or blue ink,
- 10.1.5. Bid submissions with material alterations or corrections not in compliance with Clause 1.6 above will be rejected.
- 10.2. Pikitup may, after the closing date, request additional information or clarification of tenders in writing in compliance with the SCM Policy and SCM Procedure Manual, which may include but not limited the following:
- 10.2.1. To obtain an updated National Treasury Central Supplier Database registration form if information is no longer compliant or outdated
- 10.2.2. To obtain a valid Tax Clearance PIN if the certificate has expired, no longer compliant, or become inactive after the closing date of the tender;

- 10.2.3. To clarify or verify pricing where the prices are unclear or an obvious error or mistake has been detected, e.g. a total price was given instead of a unit price or vice versa; arithmetical error detected, etc. The bidder may however not be given an opportunity to increase the total bid price.
- 10.2.4. To give the bidder the opportunity to pay overdue municipal accounts.
- 10.2.5. To obtain income tax number(s) from the recommended bidder;
- 10.2.6. Where an omission on a document is purely administrative in nature, example: document not initialled, fully signed, or a section not fully completed, the bidder may be given an opportunity to correct the omission that is administrative in nature.
- 10.2.7. No clarification or communication will be entered into with the bidder and / or the bidder will not be given a second opportunity to submit documentation that were a tender requirement, if the relevant documentation was not submitted in the first instance.

## 11. **BID RESPONSIVENESS**

- 11.1. A Bid will be considered non-responsive if:
  - 11.1.1. the bid is not in compliance with the tender specifications; and / or
  - 11.1.2. the bidder has not fully submitted all the returnable documents as listed in the bid document; and/or
  - 11.1.3. the bidder has failed to clarify or return any supporting documentation within 5 business days of being requested to do so in writing.
- 11.2. Pikitup reserves the right to accept or reject:
  - 11.2.1. any variation, deviation, bid offer, or alternative bid offer; or may cancel the bidding process and reject all bid offers at any time before the formation of a contract. Pikitup shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
  - 11.2.2. a bid offer which does not, in Pikitup's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
  - 11.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and Pikitup is not obliged to accept the lowest or any bid.
- 11.3. Pikitup has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to Pikitup or the City of Johannesburg Municipality or any other Municipality or other service provider in respect of any municipal rates and taxes or service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of Pikitup, be deducted from payments due to him/her for this bid, until the debt is paid in full, may be considered for acceptance by Pikitup.

## 12. **WITHDRAWAL OF BID DURING AND / OR AFTER THE SCM PROCESS**

- 12.1. When a bidder withdraws his/her bid during the SCM bidding and evaluation process, it must be in writing, prior to the award of the bid, of which Pikitup holds the right to accept or reject with or without a claim for any damages.
- 12.2. When a bidder withdraws or cancels the contract after award of the bid to the particular successful bidder, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.
- 12.3. Defaulting bidders and / or their directors may be reported to National Treasury to be considered for inclusion in the National Treasury's list of defaulters.

## 13. **COMMUNICATION DURING THE TENDER PROCESS**

- 13.1. All correspondence relating this tender should be in writing, should reference the Pikitup tender number and must be addressed to the Pikitup official stipulated in the tender invitation.
- 13.2. Verbal or any other form of communication, from Pikitup, its employees, agents or advisors during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on Pikitup, unless communicated by Pikitup in writing to suppliers / tenderers by the General Manager: Supply Chain Management Unit or his/her nominee. Similarly, any communication of the tenderer that is not reduced to writing by the tenderer, its employees, agents or advisors, shall not be regarded as binding on Pikitup, unless communicated to Pikitup in writing by the tenderer, or their duly authorised representatives.

## 14. **NEGOTIATIONS**

- 14.1. The award of the tender may be subject to negotiations of the final terms and conditions of the anticipated contract with the highest scoring and / or preferred bidders.

- 14.2. The negotiations may include but not limited to price negotiations and / or negotiations on any other terms and conditions of the anticipated contract(s) with the highest scoring / preferred bidders prior to final award.

15. **ADJUDICATION OF BIDS**

- 15.1. Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed in accordance with the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2022, and related legislative requirements. Enquiries in respect of the policy should be addressed via email to PIKITUP's General Manager: Supply Chain Management, Mihloti Maluleke at [mihlotim@pikitup.co.za](mailto:mihlotim@pikitup.co.za).

16. **INCORRECT BID INFORMATION**

- 16.1. Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, Pikitup may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by Pikitup as a result of the award of the contract.

17. **ABUSE OF THE SUPPLY CHAIN MANAGEMENT SYSTEM**

- 17.1. Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by Pikitup of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

18. **PIKITUP SCM POLICY**

- 18.1. The Tender Document, its evaluation and acceptance and any resulting contract shall also be subject to the Pikitup's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If Pikitup adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to that Contract.

19. **CONTRACT**

- 19.1. The terms of the proposed contract with Pikitup are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking as to its performance. You must read and understand the terms before you submit your bid as you will be bound by the Contract (as described) if your bid is successful.

20. **ADMINISTRATIVE JUSTICE**

- 20.1. In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

21. **DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES**

- 21.1. In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005): Persons aggrieved by decisions or actions taken by Pikitup in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

22. **APPEAL PROCESS**

- 22.1. In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by Pikitup, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of the notification of the decision.
- 22.2. Following the evaluation of tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit a complaint in writing to the chairperson of the Pikitup Board of Directors ("the Board") or the Managing Director that Pikitup has not complied with the requirements of the Pikitup Supply Chain Management Policy or the Pikitup Code of Ethics, or has in any respect acted in a way that is irregular. The Chairperson of the Board or Managing Director shall not entertain a complaint unless it was submitted within 21 calendar days of
- PIKITUP TENDER INVITATION DOCUMENT # PU147/2025 FOR THE PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES OVER A PERIOD OF TWELVE (12) MONTHS

when the supplier or contractor submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.

- 22.3. Unless the complaint is resolved by mutual agreement of the bidder and the Chairperson of the Board or Managing Director, the Chairperson of the Board shall, within 30 calendar days after the submission of the complaint, issue a written decision. The decision shall state the reasons for the decision; and if the complaint is upheld in whole or in part, indicate the corrective measures that are to be taken.
- 22.4. An appeal must contain the following:
- i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision.
- 22.5. The relevant appeal authority must consider the consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation
- 22.6. The decision of the Chair of the Board shall, subject to the review powers of any competent court, be final.

## 23. **PROTECTION OF PERSONAL INFORMATION**

- 23.1. The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA). For purposes of this clause, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.
- 23.2. Pikitup, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in Pikitup Privacy Notice and/or in relation to Pikitup Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by Pikitup due diligence assurance provider, professional advisors and the Appeal Authority as applicable. Pikitup justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which Pikitup Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject is a party. All requests relating to data protection must be submitted in writing to the Pikitup General Manager: Supply Chain Management, Mhloti Maluleke at [mihlotim@pikitup.co.za](mailto:mihlotim@pikitup.co.za).

## 24. **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

- 24.1. Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised and / or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- 24.2. Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.
- 24.3. It is each tenderer's responsibility to keep their tax compliance status and all other information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## 25. **PROVISO**

- 25.1. In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder in relation to evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder in relation to past and/or current contracts. Note that as a result of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).

- 25.2. In line with the provisions of Supply Chain Management Policy, Pikitup reserves the right to:
- request for a bid validity extension if necessary,
  - apply qualification criteria in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2022, Pikitup SCM Policy, and / or other pertinent legislation,
  - award the bid in whole, or award the bid in parts, or not to award the bid at all,
  - award the bid to one or more than one bidder(s),
  - not bind itself to accept the lowest bid or any other bid in whole or in part,
  - negotiate the bid price offered, and / or any other terms and conditions of this requirement with the preferred bidder(s), before the final award of the bid.
- 25.3. Pikitup further retain the right to:
- veto or conduct a due diligence on any bidder, and / or any of their sub-contractors or sub-service providers;
  - request for samples, demonstrations, site visits or further information relating to the offered goods, services or works;
  - evaluate, review, test, inspect any of the products and / or staff offered for the tender, at Pikitup's sole discretion accept or reject such;
  - apply objective criteria.
- 25.4. As per section 2(1)(f) of the PPPFA, one or more of the following "objective criteria" may be considered for final selection of bid(s). Objective criteria may include but are not limited to the following objectives or goals:
- The spread of business amongst suppliers and / or rotation of contracts amongst suppliers,
  - The protection of the environment or sustainability considerations,
  - Geographical localisation of the bidder i.e. within City of Johannesburg, within Gauteng Province, within South Africa, etc.
  - The geographical origin of resources utilised as inputs for the execution of the proposed contract,
  - The development and / or impact on the local community,
  - Considerations of after purchase costs, such as maintenance cost, operational costs, licence costs, or life cycle cost,
  - Variants from the original scope of requirements,
  - Financial stability and commercial status of the bidder(s),
  - The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

26. **DECLARATION BY BIDDER**

- 26.1. I the undersigned, ..... (Name and Surname), being the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons' BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.
- 26.2. I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION, WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :  
.....

CAPACITY OF SIGNATORY :  
.....

DATE :  
.....

ADDRESS :  
.....

WITNESSES: 1 ..... WITNESSES: 2 .....

# ANNEXURE 1.3

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

### DECLARATION IN TERMS OF MUNICIPAL SCM REGULATIONS 21(d) (ii)

I, ..... (full name) and ..... (ID no.), hereby acknowledge that the Pikitup may reject the tender of the tenderer if any municipal rates and taxes or service charges owed by the bidder or any of its directors/shareholders/members/partners to the City of Johannesburg, or to any other municipality or municipal entity, or other service provider are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of (name of the firm) ..... and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/shareholder/member/partner of said firm is in arrears on any of its municipal accounts with any municipality (or other service provider) in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is complete, true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER OR LANDLORD DETAILS

Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member / shareholder	Physical residential address of the director / partner / member / shareholder	Municipal account number(s) or landlord details

### PLEASE NOTE:

1. Copies of municipal account statements for the bidding organisation and all directors / shareholders / partners / members, etc. to be submitted with the bid. The municipal account statement must not be older than 3 months from the date of tender closing and must not be in arrears for more than 90 days.
2. If the municipal account is not in the name of the bidding entity or its directors/shareholders/partners/members, etc. written confirmation is required from the landlord or the landlord's property agent confirming that the resident's account is not in arrears for more than 90 days and / or that the resident's account is in good standing. The landlord or the landlord's property agent correspondence must not be older than 3 months from the date of tender closing.
3. Refer to the pre-compliance criteria and compulsory returnable documents for further details relating to requirements.

<b>Signature</b>	<b>Position</b>	<b>Date</b>



# ANNEXURE 2.1.

## TERMS OF REFERENCE / SPECIFICATION OF REQUIREMENTS

# **TERMS OF REFERENCE/ SPECIFICATION: PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES FOR PIKITUP ON AS AND WHEN BASIS FOR A PERIOD OF TWELVE MONTHS FOR PIKITUP JOHANNESBURG (SOC) LIMITED**

## **1. PURPOSE OF CONTRACT**

The purpose of this tender is to obtain the services of an Approved Inspection Authority (AIA) to conduct occupational hygiene surveys according to prescribed methodologies. The Occupational Health and Safety Act, No.85 of 1993 (OHSA), section 8(2)(d), requires that every employer shall make an evaluation of the risks attached to conditions to which persons are exposed in the workplace and furthermore, that steps shall be taken to make such conditions safe where necessary. Occupational hygiene focuses on the anticipation, recognition, evaluation and control of workplace conditions that may cause illness or adverse health conditions. Occupational hazards include those that are chemical, physical, mechanical, biological and psychological. Pikitup is also in a process of developing an Integrated Safety, Health and Environmental (SHE) Management System that conforms to the ISO 14001 and OHSAS 45001 standards. One for the requirements for OHSAS 45001 is to establish an OH&S management system to eliminate or minimize risks to personnel and other interested parties who could be exposed to OH&S hazards associated with its activities.

Hence, the appointment of an Approved Inspection Authority (AIA) for occupational hygiene to conduct the hygiene surveys for Pikitup sites and evaluate employees' exposure to hazardous chemical substances and physical agents in the workplace environment, as required by legislation.

## **2. SCOPE OF WORK**

**2.1. Conduct Occupational Hygiene Surveys.** The appointed service provider will:

- Assist management in identifying any potential hazards to the Pikitup employees using a baseline survey for noise, vibration, illumination, ventilation, ergonomics, dust, thermal requirements, asbestos, hazardous chemical substances, and hazardous biological agents, and those that may be identified and applicable to Pikitup activities.
- Recommend corrective and/ or control measures that must be taken to ensure the health and safety of employees.
- Present the findings to Pikitup as and when required.

- 2.2.** The contract will commence on award on an “as and when basis” and will be for twelve (12) months.
- 2.3.** Pikitup has identified high-risk areas and surveys that should be conducted within the first three months of the contract.
- 2.4.** PIKITUP reserves the right to award the contract or not to award at all.

**Note:** Identified surveys are dependent on the activities and environment.

### **3. DELIVERABLE**

Report (soft and hard copy) including results of the survey per scope and recommended corrective and/or control measures to be implemented for each scope of survey to ensure compliance with the requirements of the OH&S Standards and other statutory requirements.

### **4. ELIGIBILITY CRITERIA:**

The Occupational Hygiene Services to be conducted by an Approved Inspection Authority as required by the Occupational Health and Safety Act, No 85 of 1993:

- The organization must be registered as an Approved Inspection Authority (AIA) with the relevant statutory body(ies)
- The organization should have conducted occupational hygiene surveys for Municipal Entities/ Government Departments or Private/ Public companies.
- The organization should have a proven track record in conducting hygiene surveys.
- The project leader must be a qualified occupational hygienist and registered with SAIOH (Southern African Institute for Occupational Hygiene)
- The project leader or an equally qualified representative must be present during all interactions with PIKITUP for the duration of the project.
- Any changes to the project team must be formally communicated to and accepted by PIKITUP.

## 5. SURVEY REQUIRED TO BE CARRIED OUT AT THE FOLLOWING SITES

Item/ Survey	Head Office (1)	Depots (12), Clinics including 42 garden sites	Landfills (4)
Noise	X	X	X
Vibration (Street sweepers, Loaders, Operators, Garden Site Attendants and Drivers)	N/A	N/A	X
Illumination	X	X	X
Ventilation	X	X	X
Ergonomics	X	X	X
Dust (total inhalable and total respirable dusts particulates, nuisance dust, silica dust and biological dusts)	N/A	X	X
Thermal requirements	N/A	X	X
Asbestos	N/A	N/A	X
Hazardous chemical substances (dusts, fumes, gases, mists, vapours and VOCs)	N/A	N/A	X
Analysis of air and soil samples for pollutants and chemical composition	N/A	N/A	X
Hazardous biological agents	N/A	X*	X
* Hazardous biological agents testing will be conducted for Bulk Services			

## **6. EQUIPMENT**

- a) The service provider shall provide all tools of trade (As per AIA requirements/standards) that may be required for the full and proper execution of the survey.

## **7. STAFF, IDENTIFICATION AND PROTECTIVE CLOTHING**

- a) The service provider shall provide all staff that will be operating at PIKITUP's premises, with safety protective equipment for areas requiring such.
- b) The service provider staff shall at all times comply with PIKITUP's security requirements and arrangements.
- c) All the Service provider's staff shall fall under the control of the Pikitup Manager: Safety, Health and Environment.
- d) A work schedule and job description for each of the Service Provider's staff must be provided to Pikitup's Manager: Safety, Health and Environment.
- e) All the Service Provider's employees deployed on this contract as permanent or relief workers must sign a form before commencement of work at PIKITUP confirming that they have received the following
  - i. Security policy of building explained to employee.
  - ii. Explanation of what to do in case of injury.
  - iii. Emergency and evacuation routes and procedures explained to employee.
  - iv. Building orientation.
  - v. Induction training within Pikitup.
  - vi. All employees must sign PIKITUP's indemnity form.

## **8. TENDER EVALUATION CRITERIA**

### **8.1. INFORMATION SESSION**

- A compulsory information session will be held to accommodate questions related to this tender. Clarification questions or queries about the tender or the scope of requirements may also be submitted in writing as per the details specified on the tender document.

## **9. BID EVALUATION, RECOMMENDATION AND AWARD PROCESS**

**9.1** The Pikitup Managing Director will appoint a Bid Evaluation Committee to evaluate bid responses and make a recommendation based on the evaluation outcome. The appointed Bid Evaluation Committee (BEC) will evaluate the bid response, list of compulsory returnable documents, and other returnable documents, in relation to the evaluation criteria specified in the tender.

**9.2** The bid evaluation criteria set out in this tender document shall be applicable and may not be altered during the evaluation process. The Bid Evaluation Committee will evaluate the bids in accordance with the predetermined evaluation criteria and

make recommendations to the Bid Adjudication Committee and / or the Accounting Officer for consideration.

**9.3** The Bid Adjudication Committee will review the Bid Evaluation Committee evaluation and consider the recommendation, and depending on the value of the anticipated award, nature of the process and delegation of authority, either make a resolution or make a further recommendation to the Accounting Officer for consideration to make a final resolution.

**9.4** The responsive bids received at tender closing will be evaluated in terms of pre-compliance evaluation criteria that are mandatory requirements to qualify for further evaluation.

**9.5** Qualifying bidders will thereafter be evaluated on functionality criteria. The assessment of functionality evaluation criteria shall be done in terms of the functionality evaluation criteria and the minimum threshold for functionality evaluation stipulated in the bid document. Bidders who do not meet the minimum functionality threshold will not qualify for further evaluation. Bidders that meet the minimum functionality evaluation threshold score will qualify for further evaluation on the applicable price and preference point system.

**9.6** The tender will be evaluated on the 80/20 price and preference point system, where 80 points will be allocated for price and 20 points for preference to get a total combined score out of 100. Preference points will be scored according to preference points claimed the specific goals as specified in the Preference Claim Schedule (i.e. MBD 6.1. document). The preference points claimed will be verified by means of the specified supporting documents required.

**9.7** The total price and preference points scored will be ranked from the highest scoring. The highest scoring bidder will be recommended for an award unless the objective criteria specified are applied.

## **10. PRE- COMPLIANCE EVALUATION AND MANDATORY REQUIREMENTS**

The Bid Evaluation Committee (BEC) will evaluate bids on the pre-compliance evaluation criteria and mandatory technical requirement by assessing amongst others the list of compulsory returnable documents. The pre-compliance evaluation criteria and mandatory technical requirement will apply to all bidders.

## **11. COMPULSORY RETURNABLE DOCUMENTS**

**11.1.** Bidders are required to comply with all the pre-compliance evaluation criteria to qualify for further evaluation. The below stated pre-compliance evaluation criteria will apply and the following compulsory returnable documents are required as supporting documents.

**11.2.** Bidders may be eliminated for not complying with pre-compliance evaluation criteria and / or not submitting compulsory returnable documents as stated below. Only bidders that comply with all the pre-compliance evaluation criteria will qualify for further evaluation.

**Table for compulsory returnable documents and pre-qualification evaluation criteria**

**Pre-compliance evaluation criteria and compulsory returnable documentation required for evaluation purposes. Compliance with pre-qualification criteria is a prerequisite for this tender, and non-compliance with the pre-qualification criteria will render the bid as disqualified.**

A) Bidders' National Treasury Central Supplier Database (CSD) registration and tax compliance status.

a1) The bidder must be registered on National Treasury Central Supplier Database (CSD).

- The bidder must provide copy of the bidding company's active Central Supplier Database (CSD) registration certificate (not older than 3 months from date of tender closing) and / or indicate the bidding company's CSD registration number (i.e. MAAA...) on the MBD 1 form.

a2) The bidder must demonstrate tax compliance prior to award.

- The bidder must provide copy of the bidding company's Central Supplier Database (CSD) registration with an overall tax status that specify "tax compliant" and / or alternatively provide a tax compliance status PIN.

Important notes:

- Bidders must ensure compliance with their tax obligations. The bidders' tax compliance status will be confirmed during evaluation and again prior to the final recommendation and / or award.
- The bidder's CSD registration must be in the same legal business name as the bidding organisation, and the CSD registration must be active and valid at date of tender closing.
- The CSD registration and / or tax compliance status PIN may be used to verify the bidder's current tax compliance status.
- In bids where consortia / joint ventures / partners are involved, each party must submit a separate CSD registration number, and each party must provide evidence of meeting their respective compliance with tax obligations.
- Foreign suppliers must complete the pre-award questionnaire in part B3. Only foreign suppliers will be exempted from the requirements of "a1" and "a2".

B) Confirmation that the bidding organisation's and all the bidding organisation's owners / members / directors / major shareholders account/s for municipal rates and taxes (or from another service provider) are not in arrears for more than 90 days and / or in good standing.

b1) The bidder must provide documented proof that the bidding organisation's account for municipal rates and taxes (or from another service provider) are not in arrears for more than 90 days and / or in good standing:

- If the property where the bidding organisation is conducting business is owned by the bidding organisation; - an original or copy of the Municipal Account Statement of the bidding organisation confirming that the account is not in arrears for more than ninety (90) days. The municipal account statement must reflect the bidding organisation name as the account holder and / or the physical address as stated on the CIPC or CSD. The statement may not be older than 3 months as from the tender closing date; or

**Pre-compliance evaluation criteria and compulsory returnable documentation required for evaluation purposes. Compliance with pre-qualification criteria is a prerequisite for this tender, and non-compliance with the pre-qualification criteria will render the bid as disqualified.**

- If the property where the bidding organisation is conducting business is leased or the bidding organisation is a tenant on the property; - a letter of good standing or tenant account statement or sworn affidavit from the landlord or the landlord's appointed property agent are required, confirming that the bidding organisation has no disputed account and / or that the account is not in arrears for more than ninety (90) days. The landlord letter of good standing, or tenant account statement, or landlord sworn affidavit must reflect the bidding organisation name. Where the physical address differs from the address indicated on the bidding organisation registration document (CIPC) or CSD, the aforementioned landlord confirmation must be accompanied with a signed lease agreement, or
- If the property where the bidding organisation is conducting business is not owned but leased by the bidding organisation, and special arrangements are in place for the bidding organisation to operate from the landlord's premises (for example: operating from premises owned by a trust, operating from residence of a friend or family member, operating from premises free of charge, etc.); - a letter or sworn affidavit from the landlord or the landlord agent or the municipal account holder is required, stating the nature of the arrangement with the bidding organisation and must confirm that the bidding organisation has no disputed account and / or that the account is not in arrears for more than ninety (90) days.
- If the bidding organisation is conducting business from the owner / member / director / major shareholder premises, the company registration document (CIPC) and / or the CSD registration must indicate the same physical address for both the bidding organisation and the owner / member / director / major shareholder. The supporting documents for example the municipal account statement of the owner / member / director / major shareholder reflecting the physical address as stated on the CIPS or CSD would be used for both the bidding organisation and the relevant owner / member / director / major shareholder.

b2) In addition to the above, the bidder must provide documented proof confirming that all the bidding organisation's owners / members / directors / major shareholders account/s for municipal rates and taxes (or from another service provider) are not in arrears for more than 90 days and / or in good standing.

- If an owner / member / director / major shareholder of the bidding organization is not residing within South Africa; - a sworn affidavit is required from the owner / member / director / major shareholder confirming the aforesaid, or
- If the property is owned by the owner / member / director / major shareholder of the bidding organisation; - an original or copy of the Municipal Account Statement of the owner / member / director / major shareholder confirming that the account is not in arrears for more than ninety (90) days, or
- If the property is leased by the owner / member / director / major shareholder of the bidding organisation; - a letter of good standing or tenant account statement or sworn affidavit from landlord or the landlord's appointed property agent are required, confirming that the owner / member / director / major shareholder has no disputed



**Pre-compliance evaluation criteria and compulsory returnable documentation required for evaluation purposes. Compliance with pre-qualification criteria is a prerequisite for this tender, and non-compliance with the pre-qualification criteria will render the bid as disqualified.**

account and / or that the account is not in arrears for more than ninety (90) days. The landlord letter of good standing or landlord account statement or landlord affidavit must reflect the relevant owner / member / director / major shareholder name and physical address. Where the physical address differs from the address indicated on the company registration document (CIPC), the aforementioned landlord confirmation must be accompanied with a signed lease agreement, or

- If the property is not owned, or leased, or special arrangements are in place for the bidding organisation owner / member / director / major shareholder to reside at the landlord's premises (for example: residing on premises owned by a trust, residing with wife, husband, partner, family member, friend, etc.);- a letter or sworn affidavit from landlord or the landlord agent or the account holder is required, stating the nature of the residence arrangement for the bidding company's owner / member / director / major shareholder and must confirm that the bidding company's owner / member / director / major shareholder has no disputed account and / or that the account is not in arrears for more than ninety (90) days and / or residing free of charge.
- If the bidding organisation's owner / member / director / major shareholder bidding organisation is residing on the premises owned by the bidding organisation, the company registration document (CIPC) and / or the CSD registration must indicate the same physical address for both the bidding organisation and the owner / member / director / major shareholder. The supporting documents, for example the municipal account statement of the bidding organisation reflecting the physical address as stated on the CIPS or CSD would be used for both the bidding organisation and the relevant owner / member / director / major shareholder.

Important notes:

- Any of the above correspondence may not be older than 3 months from the date of tender closing.
- The bidding organisation and its owner / member / director / major shareholders details will be verified by means on the CIPC registration and / or CSD report.
- The "landlord letter" is a document that originate from the landlord or the landlord's property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The landlord letter must be dated and signed by the landlord.
- The "landlord sworn affidavit" is a document that originate from the landlord or the landlord's property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The affidavit from the landlord must be signed by the landlord or the landlord's property agent, and must also be stamped, signed and dated by a commissioner of oath.
- The "tenant account statement" is a document that originate from the landlord or the landlord's property agent addressed to the tenant confirming that the tenant's account is in good standing or not in arrears for more than 90 days. The tenant account statement required is not the municipal account statement of that of the landlord. The "tenant account statement" must addresses to the tenant and must be on the landlord's or the landlord property agent's letter head and dated.

**Pre-compliance evaluation criteria and compulsory returnable documentation required for evaluation purposes. Compliance with pre-qualification criteria is a prerequisite for this tender, and non-compliance with the pre-qualification criteria will render the bid as disqualified.**

C) Duly Signed and completed MBD forms 1, 4, 8 and 9.

The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.

All MBD forms, declarations or documents must be fully signed, dated, completed, and all questions must be answered. Questions or sections in the MBD forms must not be left open or blank. Where a question or section does not apply the bidder must indicate "not applicable" for the question or section.

D) Joint Ventures (JV) – This criterion is only applicable when the bidder tenders as a joint venture.

- Where the bidder bids as a Joint Ventures (JV), the required or relevant documents as per compulsory returnable documents subsections (a) to (c) above must be provided for all JV parties.
- In addition to the above, the bidder must submit a Joint Venture (JV) agreement signed by all relevant parties.

Additional Notes:

It is a condition of this bid that the successful bid will continue with the same Joint Venture (JV) arrangements for the duration of the contract, unless prior written approval is obtained from Pikitup.

E) The bidder must fully complete and sign the pricing schedules as per tender requirements, for the bid to be responsive.

## 12. OTHER RETURNABLE DOCUMENTATION

12.1. The following other returnable documents are required for all sections.

**Table For Other Returnable Documentation**

Other Returnable Documentation	Submitted (YES or NO)
a) Proof of Company Registration (Latest version of company registration showing the company's physical address, all the current registered owners / members / directors / shareholders, and all the owners / members / directors / shareholders' physical addresses.	
b) Copies of ID Documents of all owners / members / directors / shareholders	
c) Company Profile	
d) Schedule of previous completed projects	
e) Client references letters for projects	
f) CV's of the Project Leader demonstrating experience in conducting occupational hygiene surveys.	
g) Copy of the Project Leader occupational hygienist registration with the Southern African Institute for Occupational Hygiene.	
h) Preference claims form (MBD 6.1 as amended) and supporting documents to substantiate preference claims	
i) Attach any other supporting documents relevant to the technical / functionality evaluation criteria that are not specified above	

## 13. FUNCTIONALITY EVALUATION CRITERIA

### 13.1. Evaluation Process

- The evaluation committee will further evaluate qualifying bids on functionality evaluation criteria by assessing amongst others, the list of other returnable documents. The evaluation committee will score the bidder as per the functionality evaluation criteria and the total functionality evaluation score will be calculated based on the respective weightings allocated for each criterion.
- The minimum threshold for functionality evaluation is a score of 70 out of 100. Any bidder that scores below the functionality evaluation threshold will not be considered for further evaluation.

- Bidders that meet the minimum functionality threshold will be further evaluated on price and preference.

### 13.2. Points for Functionality

Points will be awarded to a company which can demonstrate its ability to fulfill PIKITUP's requirements in line with the following criteria set out below.

#### FUNCTIONALITY EVALUATION CRITERIA – CONDUCTING OCCUPATIONAL HYGIENE SURVEYS

CRITERION	WEIGHTING
<p><b>Experience of an organization/company in conducting occupational hygiene surveys.</b></p> <p>The bidding organization/company must have minimum of 4 years' relevant experience in conducting occupational hygiene surveys.</p> <ul style="list-style-type: none"> <li>• Less than 4 years' relevant experience in conducting occupational hygiene surveys = 0</li> <li>• 4 years' relevant experience in conducting occupational hygiene surveys = 3</li> <li>• 5 years' relevant experience in conducting occupational hygiene surveys = 4</li> <li>• 6 years' or more relevant experience in conducting occupational hygiene surveys = 5</li> </ul> <p><i>Note that only full years will be considered, and the cycle must be rounded down to the last full year. (e.g. 4 years and 11 months experience = 4 years' experience)</i></p>	30
<p><b>A list of all equipment to be used in conducting occupational hygiene surveys, as well as calibration certificates.</b></p> <ul style="list-style-type: none"> <li>• Submitted list of equipment with calibration certificates = 5</li> <li>• No submission = 0</li> </ul> <p><i>NB: No points will be awarded for failure to submit all calibration certificates for list of equipment submitted.</i></p>	20

<p><b>Experience of the Project Leader (Occupational Hygienist) in conducting occupational hygiene surveys.</b> The Project Leader must be registered with SAIOH (Southern African Institute for Occupational Hygiene)</p> <ul style="list-style-type: none"> <li>• 5 years' experience and above = 5</li> <li>• 4 years' experience = 4</li> <li>• 3 years' experience = 3</li> <li>• 2 years' experience = 2</li> <li>• 1 year experience = 1</li> <li>• less than 1 year experience = 0</li> </ul> <p><i>NB: Submit CV and Occupational Hygienist Registration.</i></p>	<p><b>30</b></p>
<p><b>Contactable References: (Conducting Occupational Hygiene Survey Services).</b></p> <p>The bidder must provide reference letters from previous and / or current clients that relates to the aforementioned projects. The reference letter must be on the client's letterhead, must indicate client's contact details, and must be signed by the client.</p> <ul style="list-style-type: none"> <li>• 3 acceptable reference letters = 5</li> <li>• 2 acceptable reference letters = 3</li> <li>• 1 acceptable reference letters = 1</li> <li>• 0 acceptable reference letters = 0</li> </ul>	<p><b>20</b></p>
<p><b>TOTAL</b></p>	<p><b>100</b></p>

**NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.**

## **14. PRICE AND PREFERENCE POINTS EVALUATION AND CRITERIA**

### **14.1 PRICE**

14.1.1 The bidder shall give the total all-inclusive prices in South African Rand, inclusive of all taxes and discounts in the pricing schedule for each section. The total bid price will be recorded at tender closing date in the Pikitup Tender Register. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the price quoted in the pricing schedule shall prevail. Where applicable, the bidder must provide a price breakdown.

### **14.2 80/20 PREFERENCE POINT SYSTEMS**

14.2.1 The bids will be evaluated in terms of the Pikitup Supply Chain Management Policy by the 80/20 preference point system. The 80/20 preference point system is applicable to price quotations and tenders with a Rand value up to R50 million (all applicable taxes included).

14.2.2 A maximum number of 20 preference points may be allocated to a bidder by achieving the specified goals stipulated in the invitation to bid document. The maximum preference points that may be claimed for each specific goal are indicated in the tender document.

14.2.3 The price submitted by the lowest acceptable bidder will be used in the formula below as the basis (Pmin) when calculating the points for price. The bidder who scored the highest points for price will score either 80 points, while other bidders will score lower points out of 80 on a pro-rata basis.

14.2.4 The 80/20 Preference Point Systems will be calculated as indicated in the section below.

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

### **80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

14.2.5 Should, during any stage of the evaluation and / or adjudication process, it becomes evident that the bidder who scored the highest number of points is an unacceptable or non-responsive bidder and this bidder also scored the highest points for price, the price and preference points scored by each bidder will be recalculated using the new lowest acceptable bidder's price as the basis (Pmin) for calculation purposes.

14.2.6 The highest scoring bidder based on the price and preference evaluation scores will be recommended for the award, unless objective criteria are applied.

## **14.3 PREFERENCE POINTS CLAIMED FOR SPECIFIC GOALS**

14.3.1 Preference points may be claimed by the bidders for specific goals as stated in this tender. The preference points claimed for specific goals must be supported by documented proof as per the means of verification stated in this tender document.

14.3.2 The lowest acceptable bidder's total bid price will be used to determine the applicable preference point system.

14.3.3 The following specific goals are determined by Pikitup for this tender with the intent to promote HDI and the local economy.

### Specific goals for preference points

Specific goals	The specific goals points allocated by Pikitup for this tender	Means of verification	Points allocated for each goal (80/20 preference point system)
Goal 1	<b>Enterprises owned by black people with at least 51% shareholding</b> Below 51% black shareholding = 0 51% to 60% black shareholding = 1 61% to 80% black shareholding = 3 81% to 100% black shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of owners ID, or shareholders certificate	5
	<b>Enterprise owned by women with at least 51% shareholding</b> Below 51%-woman shareholding = 0 51% to 60% woman shareholding = 1 61% to 80% woman shareholding = 3 81% to 100% woman shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of owners ID, or shareholders certificate	5
Goal 2	<b>SMME's (An EME or QSE)</b> SMME = 5 Not a SMME = 0	CSD, Valid BBBEE certificate, Affidavit sworn under oath	5
	<b>Locality</b> Enterprises located within: City of Johannesburg Metropolitan Municipality = 5 Gauteng province = 3 South Africa = 1 Outside SA = 0	MBD 1 document, CSD certificate, bidding company municipal account statement, letter or statement from the landlord confirming company address	5
Total (Maximum number of preference points)			20

#### Note to bidders:

- The bidder must complete and indicate in the preference claim form in Annexure 6 (i.e. MBD 6.1 amended) to claim points against each specific goal, according to provisions made for preference points to be claimed as indicated in the “Table for Specific goals for preference points” above.
- The maximum number of points that may be claimed for each goal are indicated above in the last column.
- The preference points claimed will apply to “price and preference scoring” relating to all sections (i.e. general recruitment and executive recruitment).
- Bidders that qualify for the specific goal specified may claim the points allocated for the specific goal. Bidders that do not qualify for a specific goal may not claim points for the specific goal.
- Bidders who do not complete the preference claim form or do not claim preference points for specific goals as per the preference claim form will not be eligible for preference point scoring.

- Preference points claimed will be verified by means of the supporting documents submitted.
- The total number of points claimed may not exceed the maximum of 20 points where the 80/20 preference point system applies.

## **15. CRITERIA FOR BREAKING A DEADLOCK IN SCORING**

- 15.1.** If two or more tenderers have scored equal total points on price and preference evaluation, the successful tenderer must be the one that scored the highest points for specific goals.
- 15.2.** If two or more tenderers are still equal in all respects, including equal preference points for specific goals, the successful tenderer must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.
- 15.3.** If two or more tenderers are still equal in all respects, the award must be decided by the drawing of lots.

## **16. RECOMMENDATION**

- 16.1.** The tender evaluation outcome will be recommended for award to one (1) or more bidder/s who scores the highest total number of points during the evaluation process, in line with the objective criteria.

## **17. OBJECTIVE CRITERIA**

- 17.1.** Pikitup reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000). The recommendation for the preferred bidder/s is / are the bidder/s who scores the highest price and preference points. Unless objective criteria in addition to those pertaining to specific goals justify the award to another bidder. The objective criteria applicable to this tender are as follows:

- 17.1.1 Pikitup may award the tender to one (1) or more bidder/s and / or
- 17.1.2 If a bidder/s qualifies as the highest scoring bidder in accordance with the preference point scores, the bidder/s may be considered and recommended for award ; and / or
- 17.1.3 Pikitup may appoint one or more service providers and / or
- 17.1.4 Pikitup may request the highest scoring shortlisted bidders to provide presentations and / or additional information to clarify or confirm the response to tender requirements; and / or
- 17.1.5 Pikitup may appoint multiple suppliers/s subjected to negotiations with the recommended bidders using the rates of the highest scoring bidder/s as a basis of negotiations; and / or
- 17.1.6 Pikitup may opt to negotiate the rates, terms and conditions with the highest scoring and / or shortlisted bidders prior to or post the final award; and / or
- 17.1.7 Appointment as a successful suppliers/s shall be subjected to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such an agreement within the prescribed



timelines, Pikitup reserves the right to appoint the next highest scoring bidder/s as an alternative supplier/s; and / or

17.1.8 Pikitup may award the entire contract, part thereof, or no award at all.

## **18. CONTRACTING**

The National Treasury General Conditions of Contract 2010 as well as specific conditions of contract for this bid. This is available on [www.nationaltreasury.gov.za](http://www.nationaltreasury.gov.za). Any additional terms and conditions will form part of the special conditions of the contract to be agreed and signed upon award of the bid. This will have to be signed by the successful bidder before the project begins. Further a service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of the award of contract.

## 19. PRICING

The bidder shall give the total all-inclusive price in South African Rand, including all taxes and discounts in the pricing schedule. The bidder shall give the total cost of sampling, testing, reporting and all other associated costs including consultation with Pikitup:

### 19.1. SURVEY REQUIRED TO BE CARRIED OUT AT THE FOLLOWING SITES

Item/ Survey	Head Office (1)	Depots (12), Clinics including 42 garden sites	Landfills (4)
Noise	X	X	X
Vibration (Street sweepers, Loaders, Operators, Garden Site Attendants and Drivers)	N/A	N/A	X
Illumination	X	X	X
Ventilation	X	X	X
Ergonomics	X	X	X
Dust (total inhalable and total respirable dusts particulates, nuisance dust, silica dust and biological dusts)	N/A	X	X
Thermal requirements	N/A	X	X
Asbestos	N/A	N/A	X
Hazardous chemical substances (dusts, fumes, gases, mists, vapours and VOCs)	N/A	N/A	X
Analysis of air and soil samples for pollutants and chemical composition	N/A	N/A	X
Hazardous biological agents	N/A	X*	X
* Hazardous biological agents testing will be conducted for Bulk Services			

## 19.2. PRICING - LANDFILL SITE, DEPOTS, GARDEN SITES AND HEAD OFFICE

Landfill Site, Depots, Garden Sites and Head office	
Item/ Survey	Total Rate per Survey (ZAR)
Noise	
Illumination	
Ventilation	
Hazardous biological agents	
Asbestos	
Hazardous chemical substances (dusts, fumes, gases, mists, vapours and VOCs)	
Roof sample (one depot)	
Analysis of air and soil samples for pollutants and chemical composition	
<b>Total Excluding VAT</b>	

## 19.3. PRICING - ACTIVITY BASED SURVEYS

Activity based Surveys		
Item/ Survey	Job categories	Total Rate per Survey (ZAR)
Vibration	Street sweepers, Loaders, Operators, Garden Site Attendants and Drivers	
Ergonomics	Office staff, Street sweepers, Loaders, Operators, Garden Site Attendants and Drivers	
Dust (total inhalable and total respirable dusts particulates, nuisance dust, silica dust and biological dusts)	Street sweepers, Loaders, Operators, Spotters and Garden Site Attendants	
Thermal requirements	Street sweepers, Loaders, Operators, Spotters and Garden Site Attendants	
<b>Total Excluding VAT</b>		

#### 19.4. SUMMARY OF BID PRICE

Description	Amount
Total for Landfill Site, Depots, Garden Sites and Head office Surveys	
Total for Activity Based	
<b>Total Excluding VAT</b>	
<b>VAT @ 15 %</b>	
<b>Total Including VAT</b>	

**(Rates for Conducting Occupational Hygiene Surveys are Fixed for the duration of the Contract)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

# ANNEXURE 3

## PRICING SCHEDULES

## PRICING SCHEDULE – FIRM PRICES

### PROCUREMENT OF GOODS, SERVICES AND / OR WORKS

**ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

#### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number.....  
Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

---

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
----------	----------	-------------	---------------------------

\*\* (ALL APPLICABLE TAXES INCLUDED)

- |   |  |       |         |
|---|--|-------|---------|
| - | Required by:                                     | ..... |         |
| - | At:  | ..... |         |
| - | Brand and Model                                  | ..... |         |
| - | Country of Origin                                | ..... |         |
| - | Does the offer comply with the specification(s)? |       | *YES/NO |
| - | If not to specification, indicate deviation(s)   | ..... |         |
| - | Period required for delivery                     | ..... |         |
|   | *Delivery: Firm/Not firm                         |       |         |
| - | Delivery basis                                   | ..... |         |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

# ANNEXURE 4

## MBD 4

# DECLARATION OF INTEREST

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?  
(Circle the applicable answer) YES / NO

3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?  
(Circle the applicable answer)...YES / NO

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

PIKITUP TENDER INVITATION DOCUMENT # PU147/2025 FOR THE PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES OVER A PERIOD OF TWELVE (12) MONTHS



(Circle the applicable answer) YES / NO

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Circle the applicable answer)...YES / NO

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

(Circle the applicable answer)...YES / NO

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

(Circle the applicable answer)...YES / NO

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

(Circle the applicable answer)...YES / NO

3.14.1 If yes, furnish particulars:

.....  
.....

**4. Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

# ANNEXURE 5

NOT APPLICABLE FOR THIS TENDER

# ANNEXURE 6.1

**MBD 6.1 - PREFERENCE POINTS CLAIM FORM AMENDED IN  
TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS OF 2022, AND SPECIFIC GOALS AS PER THE  
PIKITUP SCM POLICY**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022, AND THE PIKITUP SCM POLICY**

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this tender (*even in the case of a tender for income-generating contracts*) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

POINTS	Tenders R50m and below in value
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

- (a) “acceptable tender” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

- (b) “affidavit” is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- (c) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (d) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (e) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (f) “bid” means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- (g) “Code of Good Practice” means the generic codes or the sector codes as the case may be;
- (h) “consortium or joint venture” 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; “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- (i) “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being;
- (j) “Exempted Micro Enterprise” (EME) with an annual total revenue of R10 million or less.
- (k) “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) “Historically Disadvantaged Individual (HDI)” means a South African citizen – (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or (2) who is a female; and / or (3) who has a disability: Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- (m) “Integrated Development Plan” (IDP) means a five-year strategic plan required in terms of the Municipal Systems Act, 2000 (Act no 32 of 2000), guiding the City in executing its constitutional mandate.
- (n) “Large Enterprise” is any enterprise with an annual total revenue above R50 million;
- (o) “Locality” means that tenderer or bidder must have business enterprise located within the boundaries of City of Johannesburg (CoJ) Municipal Metropolitan Municipality or Gauteng Province to score points for locality.
- (p) “Lowest acceptable tender” means the tender that complies with all specifications and conditions of the tender and that has the lowest price compared to other tenders
- (q) “non-firm prices” means all prices other than “firm” prices;
- (r) “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act no 55 of 1998)
- (s) “person” includes a juristic person;
- (t) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- (u) “Qualifying Small Enterprise” (QSE) with an annual total revenue between R10 million and R50 million;
- (v) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (w) “Small, Medium and Micro Enterprises” SMME that bears the same meaning assigned to this expression in the National Small Business Act 1996 (Act 102 of 1996)
- (x) “Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No 16085 dated 23 November 1994.
- (y) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- (z) “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;
- (aa) “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
- (bb) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (cc) “the Regulations” means the Preferential Procurement Regulations, 2022 (as amended)
- (dd) “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

### 3. THE 80/20 PREFERENCE POINT SYSTEMS

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. PREFERENCE 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 below as may be supported by proof or 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,
  - (c) then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference point system.
- 4.3. The following specific goals are determined by Pikitup for this tender with the intent to promote HDI and the local economy.



80/20 preference point system				
Specific goals	The specific goals points allocated by Pikitup for this tender	Means of verification	Points allocated for each goal (80/20 system) (Maximum # of points for each goal to be specified by Pikitup)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Goal 1	Enterprises owned by black people with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 1 61% to 80% black shareholding = 3 81% to 100% black shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of owners ID, or shareholders certificate	5	
	Enterprise owned by women with at least 51% shareholding Below 51%-woman shareholding = 0 51% to 60% woman shareholding = 1 61% to 80% woman shareholding = 3 81% to 100% woman shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of owners ID, or shareholders certificate	5	
Goal 2	SMME's (An EME or QSE) SMME = 5 Not a SMME = 0	CSD, Valid BBBEE certificate, Affidavit sworn under oath	5	
	Locality Enterprises located within: City of Johannesburg Metropolitan Municipality = 5 Gauteng province = 3 South Africa = 1 Outside SA = 0	MBD 1 document, CSD certificate, bidding company municipal account statement, or letter / statement from the landlord confirming company address	5	
Total (Maximum number of preference points)			20	

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

*Note to tenderers: The tenderer must indicate in the table the points claimed against each goal where provisions are made for preference points to be claimed. Points claimed will be verified with supporting documents submitted. Where preference points are not claimed by the bidder, or in the case where the points claimed differ from the evidence as per the supporting documents submitted, the bidder will not be allocated points for the goal.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm: .....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4. 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 OF TENDERER:** ..... **DATE:** .....

**NAME AND SURNAME:** .....

**ADDRESS:** .....

# ANNEXURE 7

## CONTRACT FORM

### MBD 7.2 – RENDERING OF SERVICES

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to **PIKITUP JOHANNESBURG SOC LTD** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PU147/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Specific Goals in terms of Pikitup SCM Policy;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY PIKITUP THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number PU145/2025 dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)
SECTION A - GENERAL RECRUITMENT SERVICES SECTION B - EXECUTIVE PLACEMENT SERVICES	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT: .....

NAME (PRINT): .....

SIGNATURE: .....

DATE: .....

Witness: 1. ....

Witness: 2. ....

# ANNEXURE 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

## MBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE  
 TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY  
 BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



# ANNEXURE 9

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid PU145/2025 FOR THE PROVISION OF RECRUITMENT SERVICES OVER A PERIOD OF THIRTY SIX (36) MONTH in response to the invitation for the bid made by PIKITUP JOHANNESBURG SOC LIMITED do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> *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*

# ANNEXURE 10

## **CORPORATE GOVERNANCE BREACH CLAUSE**

## CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP JOHANNESBURG (SOC) LTD (“PIKITUP”) requires ..... (“the Company”) to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis*, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
  - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
  - 3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors’ obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to PIKITUP that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

# ANNEXURE 11

## **GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT**

The National Treasury General Conditions of Contract revised July 2010 (as amended) as well as special conditions of contract for this bid will apply. Below find the National Treasury General Conditions of Contract revised July 2010 (as amended) and the most recent version of the GCC is also available on the National Treasury website i.e. [www.nationaltreasury.gov.za](http://www.nationaltreasury.gov.za).

## **NATIONAL TREASURY - GENERAL CONDITIONS OF CONTRACT REVISED JULY 2010**

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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11. Insurance
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17. Prices
18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
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29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



## **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 or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything 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 in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 organisation 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  
PIKITUP TENDER INVITATION DOCUMENT # PU147/2025 FOR THE PROVISION OF OCCUPATIONAL HYGIENE SURVEY SERVICES OVER A PERIOD OF TWELVE (12) MONTHS

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](http://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 as far as may be necessary for the 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 the use of the goods or any part thereof by the purchaser.

#### **7. Performance Security**

7.1 Within 30 (thirty) 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 the 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned 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 the 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 the 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 the SCC.

10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the 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 the 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 12 (twelve) 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 18 (eighteen) 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 the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the 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 the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, with the exception of any price adjustments authorized in the 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 contract 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 the 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or 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 not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other 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 enterprise or person 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 5 (five) 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 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, Act 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 of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own 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 anti-dumping 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 subsidised 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 or she 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 or her.

## **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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 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 the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful 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 the 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, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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 Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

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, Act 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, Act 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

## **ADVANCE CONTRACT (SPECIAL CONDITIONS OF CONTRACT)**

Any additional terms and conditions will form part of special conditions of contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commence. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award, unless differently agreed by all parties.

The following advance agreement is a draft agreement that include the special conditions of contract, and will be concluded at bid award with the successful bidder/s.

For your information - Refer to attached draft advance contract.

# ANNEXURE 12

## **TEMPLATES OR EXAMPLES OF RETURNABLE DOCUMENTS**

Bidders may opt to use the following templates or examples



## ANNEXURE 12.1.

### TEMPLATE - AUTHORITY TO SIGN BID DOCUMENTATION

The bidder is required to submit a delegation of authority or board resolution to confirm that the person signing the tender documentation are duly authorized to sign such obligations.

The bidder may submit the delegation of authority or board resolution on the bidding organisation's letter head or may opt to complete one of the following templates that are relevant to the bidding organisation.

(Complete the relevant form of the following options)

<b>1. <u>Sole Proprietor (Single Owner Business) and Natural Person</u></b>			
1.1 I, ..... , the undersigned, hereby confirm that I am the sole owner of the business trading as .....			
OR			
1.2 I, ..... , the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.			
SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

<b>2. <u>Companies and Close Corporations</u></b>			
2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.			
2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.			
<b>Date Resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated Authorised Signatory</b>			
<b>Capacity</b>			
<b>Specimen Signature</b>			
<b>Full name and surname of all Director(s) / Member (s)</b>			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
<b>Is a certified copy of the resolution attached?</b>			<b>YES</b>
<b>SIGNED ON BEHALF OF COMPANY / CC</b>			<b>NO</b>
		<b>DATE</b>	
<b>PRINT NAME</b>			
<b>WITNESS 1</b>		<b>WITNESS 2</b>	

<b>3.      <u>Partnership</u></b>			
We the undersigned partners in the business trading as ..... hereby authorise Mr/Mrs ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above-mentioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:			
Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. **Consortium**

We the undersigned consortium partners, hereby authorise (Name of entity) to act as lead consortium partner and further authorise Mr/Ms to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

## 5. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms

.....

Authorized signatory of the Company / Close Corporation / Partnership (name)

.....

Acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

<b>LEAD PARTNER (Whom the Pikitup shall hold liable for the purpose of the tender)</b>			
NAME OF FIRM			
ADDRESS			
		TEL. NO.	
SIGNATURE		DESIGNATION	

<b>2<sup>nd</sup> PARTNER</b>			
NAME OF FIRM			
ADDRESS			
		TEL. NO.	
SIGNATURE		DESIGNATION	

<b>3<sup>rd</sup> PARTNER</b>			
NAME OF FIRM			
ADDRESS:			
		TEL. NO.	
SIGNATURE		DESIGNATION	

<b>4<sup>th</sup> PARTNER</b>			
NAME OF FIRM			
ADDRESS:			
		TEL. NO.	
SIGNATURE		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

## ANNEXURE 12.2. - TEMPLATE – LANDLORD LETTER CONFIRMING TENANT’S ACCOUNT

Below find a template or example of a letter from the landlord or the landlord property agent confirming that the tenant’s account is in good standing or is not in arrears for more than 90 days.

### Landlord or Property Agent Confirmation Letter

[Landlord’s Name]  
[Landlord’s Address]  
[City, Province, Code]  
[Landlord’s Contact Details]

[Date]

[Tenant’s Name]  
[Tenant’s Address]  
[City, Province, Code]

RE: CONFIRMATION: TENANT ACCOUNT IN GOOD STANDING

Dear Sir or Madam

I am writing to confirm that the tenant is currently occupying the below rental property address under a tenancy agreement.

I hereby confirm that the tenant’s account is in good standing and / or the account is not in arrears for more than 90 days as from the date of this correspondence.

Landlord Name or Landlord property agent (if applicable)	
Tenant Name	
Rental Property Physical Address	

Please feel free to contact me if you require any further information.

Sincerely,

[Landlord’s Signature]  
[Landlord’s Name]

## ANNEXURE 12.3. - TEMPLATE – CLIENT REFERENCE LETTER

Below find a template or example of a client reference letter for goods / services / works provided.

Note: The template must be completed in full by the client / referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose, provided that it contains the same information required and / or complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced. Reference information provided may be verified and if found to be false or misrepresented, punitive measures will be instituted against the representative party including blacklisting and restriction from participating in any future government tender

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### Example of Client Reference Letter

[Client Name]

[Client Address]

[Client Telephone Number]

[Client Email Address]

[Date]

RE: REFERENCE LETTER FROM CLIENT PERTAINING TO PREVIOUS PERFORMANCE

Dear Sir or Madam

I, the undersigned being dully authorised to do so, hereby furnish a written reference for \_\_\_\_\_ (*bidding company name*) for the below mentioned goods /services / works rendered.

Description of goods / services / works:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date the goods / services / works provided:

Start date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

End date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Value of the contract: R\_\_\_\_\_

Was the performance satisfactory?

Yes / No (*Circle applicable response*)

Additional comments to support response:

\_\_\_\_\_  
\_\_\_\_\_

Client / Referee Signature: \_\_\_\_\_

Client / Referee Name and Surname: \_\_\_\_\_

Client / Referee Designation: \_\_\_\_\_

# ANNEXURE 13

**ALL COMPULSORY RETURNABLE DOCUMENTS  
AND OTHER RETURNABLE DOCUMENTS TO BE  
ATTACHED**



# RETURNABLE DOCUMENTS AND RESPONSE FORMAT

Bidders must ensure that the documents are fully completed, and the bid response format be as follows:

- Fully completed and signed bid document including but not limited to all MBD documents (i.e. MBD1, MBD4, MBD8 and MBD9), authority to sign the bid, certificate for payment of municipal services or other service provider, conditions of tender, corporate governance breach clause, etc.
- Central Supplier Database (CSD) registration and confirmation of tax compliance status
- Bidding Company's CIPC document
- Bidding Company's owners / members / directors / major shareholders copy of ID's.
- Bidding company's payment of municipal services or other service provider
- Bidding company's owners / members / directors / major shareholders payment of municipal services or other service provider
- Joint venture agreement (if applicable)
- Pricing schedules (fully completed and signed)
- Mandatory Technical Requirements (professional body registration)
- Delegation of authority
- Preference claim form (i.e. MBD 6.1) and supporting documents i.e. copy of BBBEE Scorecard or affidavit.
- Company Profile
- Other returnable and supporting documents that may be deemed necessary for evaluation purposes