



PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	24 Month Term Contract:Building related services:Western Cape :Area 7		
Reference no:			
Tender no:	CPTYT07/21		
Advertising date:	28/05/2021	Closing date:	18/06/2021
Closing time:	11:00	Validity period:	56 days

It is estimated that tenderers should have a CIDB contractor grading designation of **6GB** or **select tender value range select class of construction works*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **5 GBPE** or **5 GBPE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be fully completed and signed where required.
☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☒	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. Tender briefing
☒	Use of correction fluid is prohibited.
☒	Registration on National Treasury's Central Supplier Database (CSD).
☒	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
☐	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
☐	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.



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☒	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
☐	Submission of the PA 40
☒	Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Referential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation. Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or sworn affidavit in terms of the codes of good practice. B-BBEE certificate issued by the Department of Trade and Industry(DTi) are accepted. The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies: For tenderers other than EMEs (Exempted Micro Enterprises) (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRATISE GUIDE 01 2018 section 17(i) A trust consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

☐	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be)...

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	50
Functionality criteria:	Weighting factor:
A) EXPERIENCE: The bidder must demonstrate adequate experience to have successfully managed projects of similar nature and extent to the value equal to or above R800 000.00 in the past 5(five) years. Bidders must have references to include names of contract persons and telephones numbers, contract value (R800 000.00 or above) and contract period. (To complete the DPW 09) Provide contactable References: Attach letters from the previous employers/contracts as proof of your experience. Failure to attach the required letter will result in no scoring of points in this criteria. a) The bidder demonstrates to have successfully managed 5 and more projects in the past five years = 5 b) The bidder demonstrates to have successfully managed 4 projects in the past five years = 4 c) The bidder demonstrates to have successfully managed 3 projects in the past five years = 3 d) The bidder demonstrates to have successfully managed 2 projects in the past five years = 2 e) The bidder demonstrates to have successfully managed 1 project in the past five years = 1	20
B) QUALITY / PERFORMANCE EVALUATION References listed on the DPW-09(EC) will be used to obtain the quality of work. Bidders must provide contactable references with the person's name and contact details and email address. The Bidder must forward the standard template (attached in tender document) to the referees to complete and must attached to tender document when submitting on Closing Date. Poor = 1 Point Fair = 2 Points Satisfactory = 3 Points Good = 4 Points Excellent = 5 Points	20
C) RESOURCES - VEHICLES Bidder must provide proof of ownership original or certified copy of vehicle registration form in their possession and/or demonstrate access to vehicles (Proof of Lease / Rental Agreement). 1 Vehicle = 1 Point 2 Vehicles = 2 Points 3 Vehicles = 3 Points 4 Vehicles = 4 Points 5 Vehicles or more = 5 Points	20

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

D) RESOURCES - PREMISES Bidder to provide proof of Ownership or Lease Agreement of premises or Letter of Intent (on a Company Letterhead and Signed) to establish a premises (office). Proof of operating a functional premises / office for 1 year = 1 Points Proof of operating a functional premises / office for 2 year = 2 Points Proof of operating a functional premises / office for 3 year = 3 Points Proof of operating a functional premises / office for 4 year = 4 Points Proof of operating a functional premises / office for 5 year = 5 Points	20
E) RESOURCES-HUMAN RESOURCE The bidder must demonstrate to have an existing team that constitutes of skilled artisans in either one or, a combination of the following trades: carpentry, bricklaying, plumbing and painting. The project leader shall be scored individually and artisans individually. Team (Project) Leader The project leader shall be a qualified artisan who can demonstrate extensive experience and technical knowhow in the general building industry, who possesses either one, or a combination of the following trades: carpentry, bricklaying and painting. Such person is expected to be familiar with the current norms and standards, share the best practices and solutions with the representatives of the Department of Public Works and infrastructure. He/ she will be in charge of the team, and must be able to provide regular site reports where required. The winning bidder may not substitute the project leader after the award. Such person may only be substituted by an equal or better qualified person, upon approval by the Department. He/ she will be scored on experience and qualifications. Qualifications of the project leader (bidder to attach certificates of the project leader to his/ her CV and mark them clearly with the covering page or Annexure "QUALIFICATIONS OF THE PROJECT LEADER") The artisan is a qualified person with trade test certificates on two or more of the following trades (carpentry, bricklaying, painting) =10 The artisan is a qualified person with trade test certificate on one of the following trades (carpentry, bricklaying, painting or plumbing) = 5 Project leader/artisan is an unqualified person = 0 Experience of the project leader 5 years of supervisory experience = 5 points 4 years of supervisory experience = 4 points 3 years of supervisory experience = 3 points 2 years of supervisory experience =2 points 1 year of supervisory experience =1 point	10 10
NOTE: Bidder must score all CRITERIO in order to qualify for further evaluation	
Total	100 Points

Collection of tender documents

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za (*etenders.treasury.gov.za*)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **Customs House Building, Lower Heerengracht, Cape Town, 9th floor, room 941**. A non-refundable bid deposit of R R500.0 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will ~~be~~ held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue: (Customs House Building, Lower Heerengracht, Cape Town, 3rd floor, Dome)

Date: (10/06/2021)

Starting time: (10:30 AM)

inquiries related to tender documents may be addressed to:

DPW Project Manager:	S.Dzialwa	Telephone no:	021 402 2235
Cell no:	076 413 1820	Fax no:	N/A
E-mail:	simon.dzialwa@dpw.gov.za		

Deposit / return of tender documents

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X9027 Cape Town 8000 Attention: Procurement section: Room 941	OR	Deposited in the tender box at: Customs House Ground Floor Main Entrance
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Compiled by:

S.Dzialwa		2021 -05- 2 1
Name of Project Manager	Signature	Date



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	24 Months Building Related Contract:Area 7		
Tender no:	07/21	Reference no:	
Closing date:	18/06/2021		

This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on: **10/062021**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

S. Dzialwa		
Name of DPW Representative	Signature	Date



DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: CPTYT07/21

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

24 month Term Contract: Building Related Services: Area 7

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no:

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐The official alternative ☐Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms
are to be completed for the main and for
each alternative offer)

SECURITY OFFERED:

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)

Yes ☐ No ☐

(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)

Yes ☐ No ☐

(3) Retention of 2.5% of the Contract Sum (excl. VAT)

Yes ☐ No ☐

(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)

Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tender no: CPTYT 07/21

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement (if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Tender no:**Schedule of Deviations**

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	24 Month Term Contract: Building Related services: Western Cape: Area 7			
Tender / quotation no:	CTYYT 07/21	Closing date:	18/06/2021	
Advertising date:	28/05/2021	Validity period:	56 days	

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer		Signature		Date			



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Bidder Quality Performance Evaluation

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Maintenance/Service and Repairs to Term Contract: 24 Months: Building Related Services.

The Employer:

Bidders Name:

Project Value: R.....

Project Title:

Period:

Brief description of work done by bidder:

.....
.....
.....

Will Require References and pose the following questions:

STATEMENT	Very Poor 1	POOR 2	AVERAGE 3	GOOD 4	EXCELLENT 5
1) Adhered strictly to the terms of contract and all contractual instructions and directions issued by the employer from time to time					
2) Responded promptly and timeously to Queries and complaints raised by the Employer in regard to work executed and reported regularly on progress					
3) Manifested the required degree of Competence, Expertise and Skill in Executing the most Economical and Cost Effective manner					

Name of Valuator:

Position:

Signature of Valuator: **Date**

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	24 Month Term Contract: Building Related Services: Western Cape:Area 7		
Bid no:	CPTYT 07/21	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person

is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the audi alteram partem rule was applied).	☐ Yes	☐ No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	☐ No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	☐ No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	☐ No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is 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.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**..... system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	

Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **"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;
- (q) **"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 9 February 2007;
- (r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration



Preference Points Claim for Bids: PA-16

$P_{min} =$ Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and/or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..... %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	24 Month Term Contract :Building Related Seervices: Western Cape:Area 7		
Bid no:	CPTYT 07/21	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

Certification of Independent Bid Determination: PA-29

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that i certify to be true and complete in every respect:

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

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:

Certification of Independent Bid Determination: PA-29

- (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 consortium³ 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.

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

Certification of Independent Bid Determination: PA-29

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

³ 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.

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.

Name of Bidder	Signature	Date	Position

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

**INVITATION TO BID FOR THE MAINTENANCE OF GENERAL BUILDING WORKS IN
STATE OWN BUILDINGS, LEASED BUILDINGS AND COMPLEXISES**

**FOR THE APPOINTMENT OF A 24 MONTHS GENERAL BUILDING WORKS TERM
CONTRACT IN THE WESTERN CAPE REGION**

AREA - 7

BID NO: _____

Name of BIDDER: _____

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS

Prepared by: SIMON DZIALWA: CHIEF WORKS MANAGER (BUILDING)

CONTENTS OF DOCUMENT

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T2.1 List of Returnable Documents (PA-09 EC)

T2.2 Returnable Schedules

The Contract

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C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Schedule of Rates Document

C3: SCOPE OF WORK

C3.1 Scope of Work

C4: SITE INFORMATION

C4.1 Site information

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A1 Job Card

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1 DEFINITIONS.

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

- 1.1.15 "Form of Offer and Acceptance" means the written communication by the Employer to Service Provider recording the Acceptance of the Service Provider's offer;
- 1.1.16 "Identified Projects" means any projects other than routine Services, identified and
- 1.1.17 "Materials" includes all materials, commodities, articles and things required to be furnished under the contract for the execution of the Services;
- 1.1.18 "Month" refers to the period commencing on a certain day of the month to the day preceding the corresponding day of the next month;
- 1.1.19 "Parties" means the Employer and the Service Provider;
- 1.1.20 "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.21 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently;
- "Not Applicable" (N/A) means Not to price or complete;
- 1.1.22 "Services" means all the work to be performed by the Service Provider during the Contract period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23 "Service Provider" means the Bidder, as named in the Contract Data whose offer has been accepted by or on behalf of the Employer and where applicable, includes the Service Provider's heirs, executors administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.24 "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons thereto;
- 1.1.25 "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must , or may, be provided or performed;
- 1.1.26 "Service Period" refers to the period indicated in the Contract Data, during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and which the Services to be provided by the Service Provider shall include, inter alia the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2 INTERPRETATION.

2.1. In this Contract, except where the context otherwise requires:

- 2.1.1. The masculine includes the feminine and the neuter, vice versa;
- 2.1.2. The Singular includes the plural; and vice versa;
- 2.1.3. Any Reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this contract are included for references purposes only and shall not affect the interpretation of the provision to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring or imposing obligations on any Party, effect shall be given it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3 DURATION

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

4 RIGHTS AND OBLIGATIONS OF EMPLOYER

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

5 RIGHTS AND OBLIGATIONS OF THE SERVICES PROVIDER

- 5.1 The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services
- 5.2. The Service provider shall take instructions only from the Service Manager or persons authorized by the Service Manager in terms of clause 6
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorization has been obtained.

- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of Professionals providing services to the Services.
- 5.5. Should the any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on a reasonable grounds to be undesirable the Employer may, in writing and other with reason thereof request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer
- 5.6 The Service Provider undertakes to effect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.
- 5.7 The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8 During the ongoing provision of the Services the Services Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6 SERVICE MANAGER.

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract
- 6.2 The Service Manager may delegate any of his powers and authority and may cancel such delegation on prior written notification thereof to the Service Provider.
- 6.3 Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4 The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

7 SECURITY CLEARANCE

- 7.1 Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. The Service Provider accepts that if he or any of his resources refuses to undergo the required security clearance they will not awarded on be allowed on the Facilities or to render services.

8 CONFIDENTIALITY

- 8.1 The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any matter whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent, A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:

- 8.1.1 The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or
- 8.1.2 The Employer shall be entitled to cancel the contract.
- 8.2 The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
 - 8.2.1 Employees, officers and directors of the Service Providers
 - 8.2.2 Any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.
- 8.3 The Service Provider shall be responsible that all to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any to unauthorised person

9 AMBIGUITY IN DOCUMENTS

- 9.1 The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and if necessary, rectified by the Service Manager who shall thereupon issue to the Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.

10. INSURANCES

- 10.1 It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that the he obtains and maintains the adequate insurances to cover all such Risks.

11 ACCESS TO FACILITIES AND COMMENCMENT OF SERVICES

- 11.1 The Services Provider shall provide the Employer within 21 days of Commencement Date with an acceptable Health and Safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993)
- 11.2 The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract
- 11.3 Notwithstanding the provision of 11.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable Health and Safety plan and Security clearance being obtained in term of clause 11.1 and 7.1 respectively

12 SUBCONTRACTING

- 12.1 The Service Provider may not Subcontract any part of the Contract Services at it discretion
- 12.2 The only services that may be subcontracted is when there is a specialized services to be done, this can only done with the written consent and approval from the Service Manager.

13 COMPLIANCE WITH LEGISLATION

- 13.1 This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person

13.2 All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.

13.3 Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager?

14 REPORTING OF INCIDENTS

14.1 In addition to the above the Service Provider shall as soon as possible, notify the Employer in writing of any incidents at the Facilities, which or could have resulted in damage to property or injury or death to persons.

14.2 The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

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

15 NUISANCE

15.1 The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

15.2 The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider non-compliance with his obligations in term of Clause 15.1.

16 MATERIAL, WORKMANSHIP, AND EQUIPMENT

16.1 All Services delivered, and materials and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.

16.2 The Service Provider shall in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

20 URGENT WORK (EMERGENCY'S)

20.1 The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to ne act or omission on the part of the Service Provider.

20.2 If the Employer effects the remedial or repair work in of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct the same from any amount still due under this contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21 INDEMNIFICATIONS

21.1 The Service Provider shall be liable for and herby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suites or legal proceedings whether arising in common law or by statute consequent upon.

21.2. The Employ accepts liability for all acts or omissions of its employees or representatives.

22 VARIARIONS

22.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.

22.2 No variation by the Employer of whatever nature shall vitiate the Contract.

22.3 If no prior written authorization, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such additional Services

23 SUSPENSION OF THE SERVICES

23.1 The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for time or times and in such manner as the Service Manager shall order and shall during such suspension, properly protect the Services so far as is necessary.

23.2 If the Service Provider is unable to render any of the Services for any reason other than and instruction by the Employer to suspend the Services in terms of clause 23.1, the Employer shall be liable for any claim of whatever nature, including a claim for cost, by the Services Provider.

24 PENALTY FOR NON-PERFORMANCE

24.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time.

25 PAYMENTS

25.1 The Service Provider shall furnish the Employer with a Tax invoice on completion of every service within 7 days on the completion of each service.

25.2 On completion of the Contract the Service Provider must submit all outstanding invoices for services completed within 90days of the last day of the expired contract

26 OVERPAYMENTS

26.1 If any overpayments of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider in respect of this contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of 80(1)(b) of the Public Finance Management Act 1999 (Act, 1 of 1999) as amended.

27 BREACH OF CONTRACT

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

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

27.1.2 Terminate this contract without prejudice to any other rights it may have;

27.1.3 To suspend further payments to the Services Provider;

27.1.4 To appoint other services providers to complete the execution of the Services, in which event the Services Provider shall be held liable for cost incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

- 27.2 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) days written notice calling for rectification of the breach, the Service Provider shall be entitled to:

27.2.1 Enforce strict compliance with the terms and conditions of the Contract; or

27.2.2 Terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

28 STOPPAGE AND/OR TERMINATION OF CONTRACT

- 28.1 The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.

- 28.2 The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;

28.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27

28.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;

28.2.3. if the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five(5)

28.2.4. if the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;

28.2.5. if the Service Provider informs the Employer that it is incapable on completing the Services as described; or

28.2.6. if in the opinion of the Employer the Service Provider acted Dishonestly;

- 28.3 The Employer reserves the right to, even in the absence of breach or the event referred to in 28, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider

- 28.4 Further the Contract shall be considered as having terminated:

28.4.1 where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or

28.4.2. if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the Service Provider.

- 28.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider.

28.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.

28.5.2. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.

28.5.3. The Service Provided shall not be entitled to advance a right or any similar right if this Contract is terminated and specifically agrees to within ten (10) days of written request

from the Employer, give access to and to make available all information, document, advice, recommendations and reports collected, furnished and or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

29 DISPUTE RESOLUTION

- 29.1 In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 29.2 If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 29.3 Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on the mediator's fees will be based.
- 29.4 The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 29.5 On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 29.6 If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 29.7 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing

30 GENERAL

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

31 DOMICILIUM CITANDI ET EXECUTANDI

- 31.1 The domicilium et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data
- 31.2 Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorised representative of the Party to whom the communication is addressed or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

- 32 **NOTE:** Any reference to words "Bid" or "Bidder" herein and/or in any documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer" for internal & external use.

**DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
REGIONAL OFFICE CAPE TOWN**

24 MONTHS GENERAL BUILDING TERM CONTRACT

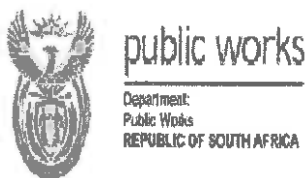
**THIS IS NOT A SERVICE CONTRACT
ALL REPAIRS REQUIRED WILL BE ATTENDED ON REQUEST**

This is a term contract for 24 months for General Building Works and Repairs Day to Day Maintenance for Building Works and will cover all or some of the following requirements;

1. Day to Day repairs(maintenance)
2. Replacing of items directly linked to this specific Bid as is requested.

Rates

3. The rates in the price segment conclude to the term of 24 months.
4. The duration of this term contract is divided into 24 months which would not necessarily calculate from January to December.
5. This means that a term contract awarded on the 21/05/2014, the rates applicable to year one will be from the 21/05/2014 to 20/05/2015 and year two rates applicable from 21/05/2015 to 20/05/2016.**(This is an example only)**
6. Bidders are to **NOTE** that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.
7. The Rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid, conditions of contract (DPW 04-FM 2005-REVISED 2014), specification and other relevant documentation.
8. Zero, nil, gratis, unbalanced or non- market related rates will **NOT** be accepted and The Department reserves the right to disqualify the Bid.



SCHEDULE A PRELIMINARIES

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

1.1 This Contract shall be valid for a period of thirty six (36) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. **If NO written extension is given the contract will conclude.**

1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.

1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.

1.3 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.

2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision.

The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 3.2 Unit: The unit of measurement for each item.
- 3.3 Quantity: The provisional number of items.
- 3.4 Rate: The agreed unit rate per item.
- 3.5 Amount: The product of the quantity and the agreed rate for an item.
- 3.6 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.7 Plant & Equipment: Scaffolding, Cherry Picker trucks, Earthmoving equipment etc.
- 3.8 Client Department: All other State Departments, i.e. South Africa Police Service, Correctional and Justice Department, South Africa Defence and Others, hereafter referred to as "User Department"

4. DOCUMENTS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.
- 4.11 Conditions of Tender: Form PA 10 FM.
- 4.12 Tenderers Additional Particulars.
- 4.13 All Sections of, and Addenda to, the Specification.
- 4.13.1 **The Bidder shall study these documents and acquaint himself with the contents thereof, BEFORE SUBMITTING THE BID DOCUMENT as no claims in this regard will be entertained.**

5. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease

quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. SCOPE OF CONTRACT

- 6.1 This contract is for the maintenance/repairs as per Schedule 1 as mentioned on in properties, namely Official Quarters, Living Quarters and Messes in Military, Correctional Services and Police Bases, Prestige, State Own Buildings, State Own Housing, etc. as well as certain Leased Buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful Bidder do not have the right to all projects/works/orders in the region it bided for.
- 6.5 **The Department WILL NOT appoint the same Service Provider for more than two areas per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than two areas per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.**
- 6.5.1 **All Bids will be Evaluated, Scored, and the Highest scoring Bidder will be awarded 1 (One) area and limited to 2 (Two) Areas per Bidder.**
- 6.5.2 **When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder. The next lowest price and highest scoring bidder will be recommended for the next Area and so on.**
- 6.5.3 **Sound commercial principles will underline all transactions. There will be no compromise on quality, delivery, service, SHE or Any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range for transactions below 50M or 11% for transactions above 50M.**
- The Department Reserves the right to negotiate the price with the successful Bidder.**
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc.

necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**

- 6.8 Where repairs are required to be specialised items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services

7. VALUE ADDED TAX

- 7.1 All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES and PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

8.2 Unit rates entered into the Schedule 2 of Quantities:

- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*

- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*

- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.

- 8.4 The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.

- 8.6 This is purely a maintenance term contract valid for two years only.

- 8.7 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the Bid.
- 8.7.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of Offer of Acceptance.
- 8.7.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.8 **The Department Reserves the Right to Disqualify Bid Offers which incorporate Unit Rates that are Non-Market Related, Nominal and Nil or Unbalanced. All items to be priced in the price Bill and to be of a competitive price.**
- 8.9 **NOTE:** Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule). No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the bid will be rejected.

9. TRANSPORT COSTS

- 9.1 **Transport costs, including travelling time, must be allowed for in the rates for each and every item in Price Schedule (Schedule One)**
- 9.2 **Transport costs, including travelling time for Scheduled repairs will be included in the labour rates as per item. Under no circumstances will transport or travelling costs be paid where this is claimed separate item on any invoice submitted, unless it is outside the core town.**
- 9.3 Please note where a schedule and non- schedule item is used on the same repair, the contractor will not be eligible to claim for transport or travelling cost on the basis of the non – scheduled item used, however non- schedule labour may be claimed for the replacement of the non- schedule item. Furthermore, the labour on site claimed for shall be reasonable and justified.

(In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the time claimed by the Bidder is justified)

10. ACCESS TO PREMISES

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal Working Hours, After Hours and Emergency Repairs during Weekends and Public Holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the South Africa National Defence Force, South Africa Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the South Africa National Defence Force, South Africa Correctional Service, South Africa Police Service, Department of Justice, Prestige or Ministerial Complexes.

NOTE: Only South Africa Identity Document will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of South Africa National Defence Force or the Commissioner of the South Africa Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.
- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a **COMPANY WORK SUIT** with the company logo on it.
- 14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSA in terms of protection for all workers for this Particular service.
- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

- 16.1 All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

- 17.1 Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. **The technical report must be supported with photos taken from start, duration to completion of the service to give an indication justifying the repairs required and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of Non-Scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work?
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.
- 18.4.1 **NOTE: RESPONSE TIME: The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.**

19. MANAGEMENT AND EXECUTION OF WORK

The Bidder undertakes to:

- 19.1 **Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of Contract and may lead to Termination of this Contract.**
- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including Week-Ends and Public Holidays.

- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.8 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective Client / User Departments. It must be noted that no extra time will be allowed or paid for this exercise and NO Invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 **Only Specialised Services to be Sub-Contracted.**

20. OFFICIAL INSTRUCTION FOR REPAIRS

- 20.1 **An official instruction for each repair shall be issued to the Bidder. The Bidder may not accept any instruction from the User Department and / or its employer, or enter into any negotiations with the User Department in regard to any work to be done.**
- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

21. EMERGENCY REPAIRS

- 21.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.
- 21.2 Emergency repairs after hours may be executed with only receipt of an official complaint (CPT or ID) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the

Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.

- 21.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

22. JOB CARDS ("M" FORMS) FOR REPAIRS

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 **Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day and service rendered. Job cards will indicate "job still in progress" and the final job card will indicate "Job Completed". The job card must be faxed the same day of completion to the Department Representative, copy left with client department, original submitted with invoice for payment.**
- 22.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)
- 22.8 **No Photo copied or E-Mailed copy Job Cards will be accepted under any circumstances with Invoicing.**
- 22.9 Having blank or incomplete Job cards signed by the User Departments before or after work is completed is deemed to be **of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract.**
- 22.10 **The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.**

NOTE: All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

23. SUBMISSION OF SUPPLIER'S INVOICES (NON-SCHEDULED REPAIRS)

- 23.1 Bidders shall submit a certified copy of the Supplier's Tax Invoice (**ONLY SAPS Certification Accepted**), attached to their accounts in respect of Non-Scheduled items purchased for such repairs.

Where Ex-Stock material are used, No quotation for the ex-stock material used from any supplier will be accepted, But ONLY original or certified copy of ex-stock suppliers invoice WILL be accepted when Invoicing.

- 23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 23.4 **The Suppliers Invoice must comply with the following criteria, which will be deemed acceptable to the Department;**
- 23.4.1 Must be on a Company Letter Head;
 - 23.4.2 The words 'tax invoice' in a prominent place;
 - 23.4.3 The name, address and registration number of the supplier;
 - 23.4.4 The name and address of the recipient;
 - 23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 23.4.6 Description of the goods or services supplied;
 - 23.4.7 The quantity or volume of the goods or services supplied;
 - 23.4.8 Either;
 - 23.4.8.1 The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 23.4.8.2 Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 23.5 Prices must be clear with no corrections; no Correction ink may and must not be used on any documentation.
- 23.6 The supplier's address and contact details must be clear and current (contactable)
- 23.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 23.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.

- 23.9 The Department reserve the right to scrutinize all supplier's invoices, prices for items supplied and services rendered shall be market related.

24. INVOICES FROM BIDDER

- 24.1 Invoices for services rendered, must be accompanied by **Original Job Cards, Official Instruction, Suppliers Invoices for Non-Scheduled items claimed for and Photos taken from Commencement, Duration and Completion (Not less than fifth teen (15)).** The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original Bid document by means of the page and item numbers e.g. 2.2 (page 2, item 2)
- 24.2 The following information is required on the layout of an invoice:
- 24.2.1 Invoice must be on company's letterhead;
 - 24.2.2 Invoice must be addressed to Department of Public Works;
 - 24.2.3 Invoice must have invoice date and invoice number;
 - 24.2.4 If VAT registered , invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 24.2.5 Invoice to indicate the address of Client Department. Area where service was rendered;
 - 24.2.6 CPT or ID reference and order numbers must appear on invoice;
 - 24.2.7 Full description of the work that was carried out;
 - 24.2.8 The name and email address of the Departmental respective, Works Manager that instructed the service.
- 24.3 **Services on site:**
- 24.3.1 Services are not compulsory
 - 24.3.2 Services can be cancelled at the Department's discretion.
 - 24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
 - 24.3.4 Services completed without call centre complaint number will not be paid by the Department
 - 24.3.5 The Department will not pay services requested that the Client Department requested direct to the Contractor to perform without the DPW Official instruction.
 - 24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process attached to the invoice showing the first steps of inspection to the completion of the work.

25. PAYMENT TO CONTRACTORS

- 25.1 **Invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later than 7 days after completion of any job.**

- 25.2 **Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.**
- 25.3 **Bidders are also urge to submit all outstanding invoices within six (6) months after completion of this contract. TAKE NOTE that long outstanding invoicing for more than three years from date of completion of the service, will not be concurred for payment, the Prescription act will be implied due to the contractor not submitting the invoices in time.**
- 25.4 **The Irregular and Non-Compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.**
- 25.5 **Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.**
- 25.5.1 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

26. PROFIT ON MATERIAL

- 26.1 **Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.**

27. HOURS OF WORK

- 27.1 **The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Two, on non-schedule items only.**

29. EXECUTION OF WORK BY OTHERS

- 29.1 **Although this bid includes day-to-day repairs to all Sate Own Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.**

30. RE-STRICITION ON THE USE OF LABOUR

- 30.1 **Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.**
- 30.2 **All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area (tribal communities).**

- 30.3 The Department may request the contractor shall supply a detailed list of all employed casual workers.

31. MARKING OF EQUIPMENT

- 31.1 The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

- 32.1 The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis.

33. NATIONAL DEPARTMENT OF PUBLIC WORKS and INFRASTRUCTURE CALL CENTRE

- 33.1 The Department has a National centralised Call Centre based in Pretoria which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

34. IMPORTANT NOTICE

- 34.1 **THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE.**

35. ASSOCIATED ELECTRICAL WORK

- 35.1 The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

- 35.2 **NOTE:**

All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984. **All electrical work falls within the scope of this document and is the responsibility on the main contractor.**