



# public works & infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

Q23/045B

## PROCUREMENT DOCUMENT

FOR

**Department of Justice and Constitutional Development:  
Bloemfontein and Luckhof: Magistrates Offices:  
Replacement of Fire Equipment.**

THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X20605  
BLOEMFONTEIN  
9300

March 2024

**NAME OF  
TENDERER:**

**CIDB NO.** \_\_\_\_\_

**CSD NO.** \_\_\_\_\_

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**NATIONAL DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE**

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**TECHNICAL SPECIFICATIONS  
FIRE PROTECTION SERVICES**

**BLOEMFONTEIN AND LUCKHOF MAGISTRATE COURTS**

**WCS: 056295**

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## **1. INTRODUCTION**

The purpose of this document is to describe the scope of works required for the fire protection service at

- Bloemfontein Magistrate Court located at [29.11947 S 26.21638 E], Bloemfontein, Free State
- Luckhof Magistrate Court located at [29.75063 S 24.78755 E], Luckhof, Free State.

The scope of the successful bidder shall be described in this document and shall be referred to as the Fire Contractor (FC).

This document describes the supply and installation of the auxiliary protection, associated signage and interface with the civil connections.

This document must be read in conjunction with the reference drawings and bill of quantities.

## **2. SCOPE OF WORK**

The scope of work for each of the magistrate courts is as follows:

- Bloemfontein
  - Service of fire extinguishers, fire hydrants and hose reels
  - Fire extinguishers and hose reels replacement and installation
  - Installation of fire and escape signage and escape plans
  - Repair of sprinkler stop valve and booster system
  - Painting of fire water supply piping
- Luckhof
  - Service of fire extinguishers and hose reels
  - Fire extinguishers and hose reels replacement and installation
  - Installation of fire and escape signage and escape plan
  - Painting of fire water supply piping

## **3. WORK, PLANT, EQUIPMENT AND SERVICES ETC. INCLUDED**

This Specification provides and includes for;

- The design, manufacture, inspection, testing, supply, packing, forwarding and delivery of plant, equipment and materials to the site, including the payment of all freight,

insurance, import, customs, excise and other duties, levies, forwarding, railage and all other transportation and delivery charges.

- The furnishing of "know-how", for the successful operation/functioning of the plant/equipment/process.
- Management of manufacturing and delivery of piping, hydrant fittings, hose reels and fittings, extinguishers and fire signage.
- Interface with main building contractor and civil contractor during installation and commissioning.
- The supply and delivery of commissioning spares.
- The supervision of and responsibility for the commissioning including preliminary trials, final testing, starting, setting to work, proving and handing over to Client of all plant, equipment and materials in full working order under the stated operating conditions and complying with the performance and other guarantees specified.
- The supply of all specified operating, training and maintenance information including complete parts data, parts manuals (if applicable) and drawings as specified.
- The remedy of the plant and equipment during the "Defects Liability Period".
- The supply of all services, information and data.
- Any other items not covered by the foregoing, but forming part of the contractor's obligations and responsibilities.

#### **4. GENERAL DESCRIPTION: FIRE PROTECTION SYSTEM**

The General Description must be read in conjunction with the bill of quantity and relevant drawings.

##### **4.1. Piping**

The FC scope with respect to the piping begins at the underground fire water take-off points. The take-off position is marked up on the fire drawings, if the suggested take off point is deemed unsuitable, the FC must notify the Engineer immediately, so that a new take off point can be determined. The underground take-off point must be from a dedicated fire line.

Piping to be SANS 62-1/2 Medium Black steel and are to be painted signal Red (A10) as per SANS 10140-1 and to be treated as per paint supplier specification. Piping will contain directional arrows indicating flow of water. The system is to be a wet system.

The methodology of paint application procedure to be submitted for approval prior to application.

The FC shall be responsible for the HDPE flange adaptor and associated steel SANS 1123 1600/3 mating steel flange which will be welded onto associated medium black steel pipe.

The above mentioned connection and all underground steel pipes are to be wrapped in high adhesive petrolatum tape.

Take offs for Hydrant systems shall be 100 NB steel pipe.

Take offs for Hose reel only lines are to be 32 NB or 25 NB steel pipe sizes as indicated on fire drawings.

Pipes are to be supported from the wall soffit or roof truss with rubber encased clamps. 32NB piping is to be supported at every 3.0 m on vertical runs and 2.4 m on horizontal runs. 25 NB piping is to be supported at every 3.0 m on vertical runs and 2.4 m on horizontal runs. 100 NB piping is to be supported at every 5.0 m on vertical runs and 3.0 m on horizontal runs.

Routing of piping to be confirmed on site with professional team to ensure aesthetically pleasing finish.

Piping will be flushed and pressure tested before commissioning.

#### **4.2. Hydrants**

Hydrants and boosters will to be installed on the site at positions shown on the fire drawings.

Hydrants to be in line with SANS 1128-1.

#### **4.3. Hose reels**

30m long Signal Red fire hose reels will be installed on the site at positions shown on the fire drawings.

#### **4.4. Extinguishers**

4.5 kg, 9 kg DCP type and/or 5 kg CO<sub>2</sub> type fire extinguisher will to be installed on hook or placed within a fire box. Fire extinguishers to comply with SANS 1910, Portable refillable fire extinguishers. The procurement of the box by the FC or Architect will be confirmed prior to the commencement of the installation.

#### **4.5. Fire Signage**

Photo luminescent fire signage will be installed for escape routes, escape direction arrows, hose reels, hydrants, and red directional arrows.

Size of signage to be in line with SANS 1186-1/5 and ensure visibility from 18 m.

#### **4.6. General**

The contractor will as part of the contract also allow for:

All the foregoing will be carried out by the Contractor in accordance with the Specification and the other contractual documentation to complete the Contract Works within the Contract Program and at the Contract Price stated in the Contract.

The whole of the Contract Works will be complete in every respect, ready for operation and continuous production at full load. Should any part or parts of the plant/ work/ services/ information which may be necessary for the satisfactory operation and maintenance of the plant/ equipment be omitted by the Contractor, such items will be provided expeditiously by him free of all extra cost to the Client.

### **5. APPROVALS**

All equipment or material offered shall be from the same manufacturer.

Approval by other organisations shall if it is deemed satisfactory, be granted by the Engineer, on application.

### **6. BATTERY LIMITS**

#### **6.1. Civil**

- Underground tap off from fire water civil line.
- Associated flange and steel mating flange is in the scope of the FC.

## **7. ALLOCATED SPACE**

The physical sizes of the equipment offered shall be suitable for the locations shown on the drawings and shall be positioned in such a manner to ensure reasonable access all around the equipment for maintenance purposes, as recommended by the suppliers of the equipment, or as per any relevant statutory requirements.

Tenderers are to advise the Engineer at close of tender, in the form of a letter enclosed with the tender documents, should any of the plant areas not be adequate to accommodate their equipment. No claim of whatever nature, arising out of the Tenderer's failure to do so, will be entertained.

## **8. COORDINATION WITH OTHER TRADES**

The contractor shall plan his work in advance and shall coordinate all space requirements in conjunction with the Principal Contractor, especially where other trades share the same space. Where conflicts occur, the contractor shall request clarification from the Architect and/or Engineer.

## **9. BUILDER'S WORK**

The successful tenderer shall, within 14 days of acceptance of this tender, provide the Engineer via the Principal Contractor with all Builder-provided work such as holes, machine bases, chases, recesses, service ducts, wooden sleeves and frames, etc., as herein identified being provided by others and which will be required to accommodate his services.

No structural element shall be erected and no holes shall be cut or made through the structure and no items of equipment shall be supported from the structure without the prior approval of the Structural Engineer or at least the Principal Contractor. Where foundations, machine bases, drained ducts, floor channels, cable sleeves, etc., have been identified herein to be provided by others, the contractor shall liaise and assist the Principal Contractor or others in setting out, locating, etc., of these items.

The contractor shall be responsible for the cost of all cutting, patching, making good, etc., as may be required to accommodate his work, due to late or wrong information been given by the contractor.

## **10. DRAWINGS**

Any drawing which accompanies this specifications illustrates schematics and do not show exact dimensions or positions of equipment. Tenders must satisfy themselves that the equipment offered by them shall fit in the available space and can be positioned so that access for maintenance, repair or removal is not encumbered.

Note: Final dimensions must be taken on site before any equipment or material is either purchased or manufactured.

## **11. SHOP DRAWINGS**

Within 14 days of being awarded the contract the contractor will produce a complete layout in the form of a shop drawings with all the required service connections detailed and dimensioned. Any other shop drawings required to effect the installation shall be produced as required. At the end of the contract, three full sets of "as built" drawings and manuals shall be provided for this contract.

The successful tenderer shall before commencing manufacture of any of the equipment provide a dimensioned shop drawing for approval.

Approval of the contractor's drawings in no way indemnifies him from being responsible for the correctness of the drawings and satisfactory operation of the installations and for equipment.

## **12. MATERIALS, WORKMANSHIP AND EQUIPMENT OFFERED**

Materials, workmanship and equipment offered shall be as specified and comply with the specification.

All material and equipment shall be new, free from rust, defects, undamaged and suitable for the purpose for which it will be used. Material shall comply with the latest issue of the relevant SANS specifications where applicable.

If any material or workmanship is not to the satisfaction of the Department, it shall be rectified and /or replaced at the contractor's cost and all rejected material shall immediately be removed from the site. The contractor is responsible for the correct and complete erection of the

installation and inspections executed by the Department do not exempt the contractor of this obligation.

The term 'approved equal', as used herein, shall mean an item generally the same as the specified one, but of different manufacture. It shall meet all the specified parameters and approval for its use shall be obtained in writing from the Engineer.

### **13. STATUTORY AND REGULATORY REQUIREMENTS, DOCUMENTATION AND DRAWINGS**

This supplementary specification is to be read as forming part of one or more Department of Public Works and Infrastructure Standard Specifications. The Department Standard Specifications for the Electrical Installations and Electrical Equipment pertaining to Mechanical Services shall also apply.

All equipment and installations shall comply with the requirements of the Occupational Health and Safety Act.

Where conditions are at variance this supplementary specification shall have preference over both the standards specifications and the drawings.

The Complete works shall comply in particular with the specifications and requirements of:

- SANS 1123: Pipe Flanges
- SANS 10400-O: Lighting and ventilation
- SANS 1044-S: Facilities for persons with disabilities
- SANS 10400-T: Fire protection
- SANS 10400-W: Fire installation
- SANS 10177: Fire testing of materials, components and elements used in buildings
- SANS 543: Fire hose reels (with semi-rigid hose)
- SANS 1128-1: Firefighting equipment: Components of underground and above-ground hydrant systems
- SANS1128-2: Firefighting equipment: Hose couplings, connectors and branch pipe and nozzle connections
- SANS 1464-22: Safety of luminaires: Luminaires for emergency lighting
- SANS 10139: Fire detection and alarm systems for buildings - System design, installation and servicing
- SANS 10252-1: Water supply to buildings
- SANS 460: Plain-ended solid drawn copper tubes for potable water

- SANS 10140-3: Identification colour marking: Contents of pipelines
- SANS 10400-A: General principles and requirements
- The Occupational Health and Safety Act, Act 85 of 1993, as amended.

This detailed specification and the drawings form part of the tender documents.

Deviation from this specification shall immediately be reported to the Engineer.

The works shall furthermore comply with all the requirements and bylaws of the relevant local authority. Where the proposed layouts, or any of the materials specified, etc., do not comply with these regulations, the matter shall immediately be brought to the attention of the Engineer.

Certificates of approval/ inspection from the local and/or statutory authorities shall be submitted to the Engineer before the final payment certificate will be issued.

The contractor shall furthermore issue all notices and pay all fees required to be given or paid in terms of statutory and regulatory requirements and the relevant local authority's bylaws.

#### **14. SANS SPECIFICATION**

All references to the South African National Standards and Codes of Practice shall be deemed to be references to the latest issues of such specifications and codes.

#### **15. GUARANTEE AND MAINTENANCE**

The tenderer shall guarantee equipment for a period of twelve months from the date on which the installation /fixing of all the units is satisfactorily completed.

The contractor shall repair, at his own cost, defects that may become defective during the guarantee period due to the inferior materials or workmanship (fair wear and tear excluded). Any part so replaced, shall be guaranteed for a further year from the date of replacement.

The contractor shall provide free maintenance for a period of 1 (one) year following the hand over to the client. The maintenance shall include for all management, labour, lubricating materials, cleaning materials and transport

## **16. COMPREHENSIVE CONTRACTS AND SUB-CONTRACTORS**

Only specialists sub-contractors who have previously successfully completed mechanical installations of the extent and type specified in this document shall be considered.

Note: No change in make, type, or capacity of equipment specified in the schedule of particulars shall be allowed after acceptance of the tender without the written approval of the Department.

## **17. PERFORMANCE OF SYSTEMS AND EQUIPMENT**

The systems and equipment layout designed by the Engineer shall conform to the requirements with regard to installation and system performance. This suggests that the performance of the equipment in the system supplied and installed by the contractor, shall be in accordance with the design and performance figures as published by the manufacturers and/or suppliers.

The efficiency of the design of the specified system is not the responsibility of the contractor. It is, however, the responsibility of the contractor to ensure that the quality of the workmanship and the installation of the equipment shall conform to the requirements of the Engineer and to the supplier/manufacturer.

It is furthermore accepted that the contractor has assured himself that all equipment supplied and installed under the contract shall perform within the given limits, as stated by the supplier/manufacturer, conforming to the specification.

## **18. PAINTING**

All equipment, where required, shall be painted.

The colour of the materials and equipment shall be painted in accordance with SANS 10140: Identification colour markings Part 3: Contents of pipelines.

## **19. CORROSION PRECAUTIONS AND FINISHES**

All materials such as brackets, hanger, etc., shall be shot-blasted, pre-painted, galvanised or treated against corrosion prior to their delivery to site. Any work that will require site cutting,

etc., i.e. exposure of the bare steel to the atmosphere, shall immediately be treated by cold galvanising, painting, etc.

The method of treatment for the above shall depend on the particular environment and type of surface to be coated. The surface preparation, primer coats, finishing coats, etc. shall therefore be in accordance with those specified by reputable paint manufacturers.

All black steel piping, support brackets, hangers, etc., installed inside the building shall be treated with two coats of corrosion inhibitor paint prior to installation. The first coat shall be allowed to dry completely before the next coat is applied. A further coat of corrosion inhibitor shall be applied after installation and allowed to dry completely. Two coats of enamel paint, to the Architect or Engineer's specification, shall finally be applied. The first coat shall be allowed to dry completely before the next coat is applied.

All black steel piping, support brackets, hangers, etc., exposed to the weather shall be hot dipped galvanised.

All duct, supports, equipment and materials exposed to view (i.e. not in shafts, false ceiling, bulkheads, etc.) shall be cleaned, primed and then finished with two coats of enamel paint to the Architect or Engineer's specification. Each application shall be allowed to dry completely before the next coat is applied. The only exception to these stipulations shall be in the case of subcontracts, where the contractor shall only apply the primer coats and the Principal Contractor the finishing coats.

Colour coding shall follow the coding currently used on site. If no colour coding is in use, or in the case of new installations, the latest SANS 10140 Standards shall be used.

Plant and equipment, pre-painted or pre-primed at the factory shall be examined to ensure that the paint finishes are in a good condition. If not satisfactory, priming paint or finishing coats shall be removed where necessary, the surface cleaned to remove rust, and all such surfaces re-primed and finished in two coats of high quality paintwork to match the original.

The contractor shall fix black on white ivory labels to all items of equipment (machinery, fans, pumps, electric heater batteries, humidifiers, air handling units, etc.), as well as to all active valves (motorised and solenoid) and major isolating valves.

The labels shall be screwed or pop-riveted to the equipment and attached to the valves with steel cables. The lettering shall not be less than 10 mm in height and the wording shall be approved by the Engineer. The wording and tag numbers shall be the same as those used in this specification and indicated on the drawings.

## **20. DAMAGE**

The tenderer will be held entirely responsible for any damage which may occur to equipment during the transportation, setting into position and fixing and must make good any such damage at his/her own risk.

No patching or repairing of damaged units will be allowed unless such damage can be completely effectively repaired and to the entire satisfactions of the Representative/Agent.

## **21. TUITION**

The contractor shall provide capable instructor/s to train the client's personnel. These instructor/s shall be available for a total period of 1 (one) working day (eight hours) after the system has been commissioned and handed over to the client. The Operating and Maintenance Manuals shall be in possession of the client before the training commences.

## **22. TENDER SUBMISSIONS**

Tender submissions shall conform strictly to the specification requirement. Tenders that are not in accordance with the specification will not be considered.

## **23. COMMISSIONING**

Commissioning of the works shall form part of the Subcontract. Commissioning shall be meticulous and all procedures as stipulated by the suppliers of the equipment shall be strictly adhered to.

The contractor shall prepare detailed commissioning schedules well in advance of the programmed practical completion inspection date.

The schedules shall make allowance for all measurements that will be required, checking of operational and safety set-points, test results, etc., and shall be submitted to the Engineer for approval prior to the start of commissioning.

The contractor shall submit the completed schedules to the Engineer for checking after commissioning has been completed, and prior to the practical completion inspection.

The contractor is forewarned that the Engineer will under absolutely no circumstances deviate from the above procedure. The Engineer furthermore reserves the right to refuse to carry out

the practical completion inspection until the contractor has complied with the above stipulations. The contractor shall accept this reserved right by the act of tendering.

Each task in these schedules shall be countersigned by the contractor's Commissioning Engineer to ensure that any discrepancies between site and commissioning conditions/data can be clarified.

All piping systems to be pressure tested to 1.5 times working pressure.

## **24. OPERATING AND MAINTENANCE MANUALS**

Three sets of operating and maintenance manuals shall be prepared by the FC. These manuals shall be submitted to the Engineer for approval 1 week prior to the programmed date for the practical completion inspection.

Tenderers are to note that the said practical completion inspection shall not be carried out prior to the approval of these operating and maintenance manuals.

The manuals shall be properly bound and titled. Each set shall consist of 4 sections. Each section shall have the following sub sections:

### **Section 1: Operation**

#### **Introduction:**

Short description of the complete system to familiarize laymen with the system lay out and operation.

#### **Detailed description:**

A detailed description of each system and its equipment, complete with schematic drawings. The purpose of this system is to explain the intended operation of each system and item of equipment to technical personnel. Detailed descriptions of the operation, set points, adjustments, etc., are thus to be included.

### **Section 2: Commissioning data**

#### **Schedules of data:**

Detailed schedules of commissioning data of all the systems shall be included in this section for future reference. These schedules shall include, amongst others, water flow rates, major equipment, pressures, etc.

### **Section 3: Maintenance**

**Schedules:**

This section shall contain detailed maintenance and service schedules for the complete installation.

**Equipment details:**

This section shall contain manufacturers' brochures, spare parts lists, etc., of all the items of equipment.

**List of suppliers:**

The list of suppliers (complete with addresses and telephone numbers) for each item of equipment shall be included in this section.

**Section 4: Drawings**

**As built drawings:**

A complete set of as built drawings shall be enclosed in this section.

**25. FIRE CERTIFICATION**

Once the installation is completed, and the fire engineer has signed off the installation, the FC shall arrange an inspection by the local fire department. The FC shall obtain a certificate by the local fire department, indicating the installation is approved by them. The certificate is to be submitted to the client, and one copy is to be submitted to the fire engineer.

If the local fire department does not sign of the installation, the FC is to inform the fire engineer and client of the concerns of the fire department, so that these issues can be addressed.

**26. DRAWINGS**

The following drawings form part of this document:

No	Description	Drawing Number
N/A	N/A	N/A

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

<b>Project title:</b>	Department of Justice and Constitutional: Bloemfontein and Luckoff: Replacement of fire Equipment.
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<b>Quotation no:</b>	Q23/045B	<b>Reference no:</b>	
<b>Advertising date:</b>	20/03/2024	<b>Closing date:</b>	03/04/2024
<b>Closing time:</b>	11:00	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **select tender value range select class of construction works** or higher, or **1 SF\*** or higher.  
\*Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE\*** or higher.  
\*Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

Functionality criteria <sup>1</sup> :	Weighting factor:
<b>Total</b>	<b>100 Points</b>

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

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

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

**3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

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".

9 JANUARY 2004).

#### 4. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. <b>insert motivation why the tender clarification meeting is declared compulsory</b>
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Submission of copy of accreditation certificate to install and service fire extinguishers
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

##### 4.2. Indicate administrative responsiveness requirements applicable for this tender.

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Submit a valid, original or certified copy of B-BBEE Certificate/sworn affidavit or DTI certificate together with the bidding documents at closer
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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

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

**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

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

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

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

**6.1 Technical risks:**

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

The tendering Service Provider's experience on comparable projects during the past specify between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;

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".

4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

### **Criterion 3: Suitably qualified and appropriately experienced human resources**

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

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

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

## **6.2 Commercial risks:**

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

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

## **7. COLLECTION OF QUOTATION DOCUMENTS**

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address 18 President Brand Street Bloemfontein 9301. A non-refundable bid deposit of R 0.00 payable (cash only) on collection of the bid documents.

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".

## 8. SITE INSPECTION MEETING

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

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

Venue:	N/A		
Virtual meeting Link:	N/A		
Date:	N/A	Starting time:	N/A

## 9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Ignatius Motlokoa	<b>Telephone no:</b>	051 408 7581
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>	ignatius.motlokoa@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Thabiso Salemane	<b>Telephone no:</b>	051 408 7443
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>	thabiso.salemane@dpw.gov.za		

## 10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 18 President Brand Street Bloemfontein 9301</p> <p><b>Attention:</b> <b>Procurement section: Room 233</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p>
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## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>Department of Justice and Constitutional Development: Bloemfontein and Luckhof: Magistrates Offices: Replacement of Fire Equipment.</b>		
<b>Tender no:</b>	<b>Q23/045B</b>	<b>Reference no:</b>	<b>14/2/1/18/6717</b>

### OFFER

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

#### **Fire Protection Services**

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 liabilities of the Contractor 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 TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

The award of the tender may be subjected to further price negotiation with the preferred tenderer(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 Contractor 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:.....	<b>OR</b>	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: .....

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no:**

**AND WHO IS:**

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

Name of representative	Signature	Date

**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:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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):

.....

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no:**

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**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 Contractor 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.

**The terms of the contract are contained in:**

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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 securities, 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

For Internal & External Use

**Tender no:**

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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.

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS. 056295



public works  
& infrastructure  
Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

SCHEDULE OF QUANTITIES

SUMMARY OF FIRE SERVICES SCHEDULE OF PRICES

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R
	1.0	Bill no 1: Preliminary and general				
	2.0	BILL NUMBER: 2 - BLOEMFONTEIN				
	3.0	BILL NUMBER: 3 - LUCKHOF				
	4,0	<b>Subtotal</b>				
	5,0	Add VAT @ 15%				
<b>Total for Fire Installation</b>						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 056295



MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

SCHEDULE OF QUANTITIES

BILL NUMBER: 1 - PRELIMINARY AND GENERAL

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R/UNIT	R	c
1.0		<b>PRELIMINARY AND GENERAL</b>					
1.1		<b>Note:</b> All items shall be priced for whatever cost may be considered necessary for Preliminary and General items to carry out the Fire Protection installations in full. This bill must be read and completed in conjunction with specifications and drawings.					
1.1.1		Site establishment over and above the main contractor	Sum	1			
1.1.2		Provision of 3-sets of Operating and Maintenance Manuals including "As-Built" drawings on hard copy and CD. "As-Built" drawing to be submitted in pdf and dwg format and manuals must be in a proper file.	Sum	1			
1.1.3		Instructing and training the employer's staff to operate the system and equipment prior to hand-over.	Sum	1			
1.1.4		Provision of full maintenance of the system and equipment for 12 months after practical completion. Service sheets are to be submitted after every service.	Sum	1			
1.1.5		Arrange and facilitate fire inspection and fire certificate from local fire department	Sum	1			
1.1.6		Test and commission entire fire installation as required by SANS 10400 and SANS 10287	Sum	1			
<b>Total for Bill 1 - Preliminary and General carried to summary page</b>							

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 056295



MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

SCHEDULE OF QUANTITIES

BILL NUMBER: 2 - BLOEMFONTEIN

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R/UNIT	R c
2.0		<b>BLOEMFONTEIN MAGISTRATE COURT</b>				
2.1		Fire hose reels				
2.1.1		Supply and install Fire Hose Reels (30m long) swing type c/w chromium plated 25mm valve and 32mm valve, connection, fittings, fixings and dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for systems working pressure.	No	15		
2.1.2		Supply and install lockable PVC cabinets for outdoor hose reels with key behind breakable glass	No	0		
2.2		Supply and Install Portable Fire Extinguishers c/w wall brackets and accessories, following sizes:				
2.2.1		4.5 kg Dry Powder Fire Extinguisher	No	6		
2.2.2		9 kg Dry Powder Fire Extinguisher	No	11		
2.2.3		5kg CO2 Fire Extinguisher	No	8		
2.2.4		Supply and install lockable PVC cabinets for outdoor extinguishers with key behind breakable glass	No	0		
2.3		Photoluminescent Signage in line with SANS 1186. Signage detail and fixing detail to be included. Sign fixing detail to be presented to the architect for approval before procurement and installation.	No	20		
2.4		Servicing of fire equipment including refilling and/or pressure testing as necessary.				
2.4.1		Fire extinguishers including pressure testing as necessary	No	13		
2.4.2		Fire hose reels	No	4		
2.4.3		Fire hydrants	No	7		
2.5		Supply and install laminated A3 fire escape plans. Two per floor	No	6		
2.6		Paint fire water supply piping where necessary	m	30		
2.7		Repair/restore sprinkler stop valve and booster system. Replace parts as necessary. Replace all gauges	Item	1		
<b>Total for Bill 2 - Bloemfontein carried to summary page</b>						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 056295

MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

SCHEDULE OF QUANTITIES

BILL NUMBER: 3 - LUCKHOF



REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	<b>3.0</b>	<b>LUCKHOF MAGISTRATE COURT</b>				
	3.1	Fire hose reels				
	3.1.1	Supply and install Fire Hose Reels (30m long) swing type c/w chromium plated 25mm valve and 32mm valve, connection, fittings, fixings and dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for systems working pressure.	No	1		
	3.1.2	Supply and install lockable PVC cabinets for outdoor hose reels with key behind breakable glass	No	1		
	3.2	Supply and Install Portable Fire Extinguishers c/w wall brackets and accessories, following sizes:				
	3.2.1	4.5 kg Dry Powder Fire Extinguisher	No	0		
	3.2.2	9 kg Dry Powder Fire Extinguisher	No	3		
	3.2.3	5kg CO2 Fire Extinguisher	No	0		
	3.2.4	Supply and install lockable PVC cabinets for outdoor extinguishers with key behind breakable glass	No	2		
	3.3	Photoluminescent Signage in line with SANS 1186. Signage detail and fixing detail to be included. Sign fixing detail to be presented to the architect for approval before procurement and installation.	No	15		
	3.4	Servicing of fire equipment				
	3.4.1	Fire extinguishers including pressure testing as necessary	No	1		
	3.4.2	Fire hose reels	No	0		
	3.5	Supply and install laminated A3 fire escape plan	No	1		
	3.6	Paint fire hose reel water supply piping	Item	1		
<b>Total for Bill 3 - Luckhof carried to summary page</b>						

## MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

## EQUIPMENT SCHEDULE

## BLOEMFONTEIN MAGISTRATE COURT

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	LOCATION
	1.0	<b>FIRE EQUIPMENT</b>			
	1.1	Fire hose reels	No	19	
	1.2	PVC cabinet for hose reel	No	0	
	1.3	Fire extinguishers			
	1.3.1	4.5 kg Dry Powder Fire Extinguisher	No	8	
	1.3.2	9 kg Dry Powder Fire Extinguisher	No	18	
	1.3.3	5kg CO2 Fire Extinguisher	No	11	
	1.3.4	2kg CO2 Fire Extinguisher	No	1	
	1.4	PVC cabinet for fire extinguisher	No	0	
	1.5	Fire hydrant	No	7	
	1.6	A3 laminated fire escape plan	No	6	
	1.7	Booster connection and sprinkler supply	No	1	
	1.8	Sprinklers	No	TBC	



## MAGISTRATE COURTS REPLACEMENT OF FIRE EQUIPMENT

## EQUIPMENT SCHEDULE

## LUCKHOF MAGISTRATE COURT

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	LOCATION
	1.0	FIRE EQUIPMENT			
	1.1	Fire hose reels	No	1	
	1.2	PVC cabinet for hose reel	No	1	
	1.3	Fire extinguishers			
	1.3.1	4.5 kg Dry Powder Fire Extinguisher	No	0	
	1.3.2	9 kg Dry Powder Fire Extinguisher	No	4	
	1.3.3	5kg CO2 Fire Extinguisher	No	0	
	1.3.4	2kg CO2 Fire Extinguisher	No	0	
	1.4	PVC cabinet for fire extinguisher	No	2	
	1.5	Fire hydrant	No	0	
	1.6	A3 laminated fire escape plan	No	1	

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

<b>Project title:</b>	<i>Department of Justice and Constitutional: Bloemfontein and Luckoff: Replacement of fire Equipment.</i>		
<b>Tender / quotation no:</b>	Q223/045B	<b>Closing date:</b>	03/04/2024
<b>Advertising date:</b>	20/03/2024	<b>Validity period:</b>	84 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						

Tender no:

**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	Date
Signature	Date

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	Department of Justice and Constitutional: Bloemfontein and Luckoff: Replacement of fire Equipment
<b>Reference no:</b>	14/2/1/4/18/6717

<b>Tender / Quotation no:</b>	<b>Q23/045B</b>	<b>Closing date:</b>	03/04/2024
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Days</b>

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures            T1.1 - Notice and invitation to tender (PA-04 EC)            T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents            T2.1 - List of returnable documents (PA-09 EC)            C1.1 - Form of offer and acceptance (DPW-07 EC)            C1.2 - Contract Data            T2.2 - Returnable schedules</p> <p>Volume 3: Contract            Part C1: Agreement and contract data            C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC)            C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data            C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC)            C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work            C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information            C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

Tender no: Q23/045A

C.1.4	The Employer's agent is:	
	Name:	<b>Abrie Visser</b>
	Capacity:	<b>Departmental Project Manager</b>
	Address:	<b>18 President Brand Street, Bloemfontein, 9301</b>
	Tel:	<b>051-408 7508</b>
	Fax:	<b>N/A</b>
	E-mail:	<b>Abri.visser@dpw.gov.za</b>
C.2.1 C.3.11	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>1SF</b> or <b>1SF**</b> class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above:</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>1FS</b> or <b>1FS **</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>1SF</b> or <b>1SF **</b> class of construction work</li> </ol> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Applicable</b></p>	

Tender no: Q23/045A

**C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

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

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
N/A	N/A
<b>Total</b>	<b>100 Points</b>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>N/A</b>
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Tender no: Q23/045A

**D. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

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

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

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

**D.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past 5 years.**

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

**Tender no: Q23/045A**

	<ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>If applicable, submission of confirmation of DPW- 16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p><b>D.2 Commercial risks:</b></p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
<p><b>C.2.7</b></p>	<p>For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1</p>

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<p><b>C.2.12</b></p>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<p><b>C.2.13.2</b></p>	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
<p><b>C.2.13.5</b></p>	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>
<p><b>C.2.13.6</b> <b>C.3.5</b></p>	<p>A two-envelope procedure will not be followed.</p>
<p><b>C.2.15</b></p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C.2.16</b></p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C2.16.3</b></p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p><b>C.2.18</b></p>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<p><b>C.2.19</b></p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p><b>C.3.4.1</b> <b>C.3.4.2</b></p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>Dept. of Public Works and Infrastructure, 18 President Brand Str, Bloemfontein, 9301 Room 233</b></p>
<p><b>C.3.8</b></p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

**Tender no: Q23/045A**

<b>C.3.9.3</b>	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
<b>C.3.9.4</b>	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.



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

**YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

**Note:**

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

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

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

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

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

**Note:**

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

*(tick whichever is applicable).*

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

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

**1.3.1 Price; and**

**1.3.2 Specific Goals**

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

	80/20
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and Specific Goals</b>	100

1.5 Breakdown Allocation of Specific Goals Points

**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>

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

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

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

## 2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

**Tender no:** .....

**Name of Tenderer** .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

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

<sup>1</sup> EME: Exempted Micro Enterprise  
<sup>2</sup> QSE: Qualifying Small Business Enterprise

**Tender no:**

**2. DECLARATION:**

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

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

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>