

Approved
01/01/2023



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER HP23/001GS

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

**PROVISION OF TECHNICAL SUPPORT SERVICES FOR
PROVINCIAL DEPARTMENTS AND MUNICIPALITIES
IMPLEMENTING PROJECTS IN THE
INFRASTRUCTURE SECTOR OF THE EXPANDED
PUBLIC WORKS PROGRAMME, CLUSTER 2: EASTERN
CAPE, FREE STATE AND WESTERN CAPE**

CONTENTS OF BID DOCUMENT

Project title:	PROVISION OF TECHNICAL SUPPORT SERVICES FOR PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN THE INFRASTRUCTURE SECTOR OF THE EXPANDED PUBLIC WORKS PROGRAMME, CLUSTER 2: EASTERN CAPE, FREE STATE AND WESTERN CAPE		
Project Leader:	ODWA TIYA	Bid / no:	HP23/001GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
PA-04(GS): Notice and invitation to tender	8 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	10 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference including Annexure A, B and C	40 Pages

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP23/001GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 01 AUGUST 2023

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

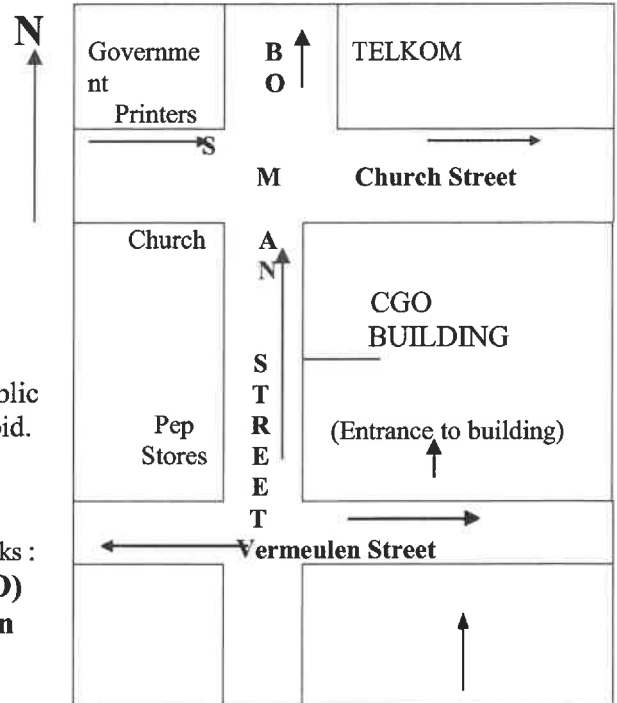
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HP23/001GS	CLOSING DATE:	01 AUGUST 2023	CLOSING TIME:	11:00AM
DESCRIPTION	PROVISION OF TECHNICAL SUPPORT SERVICES FOR PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN THE INFRASTRUCTURE SECTOR OF THE EXPANDED PUBLIC WORKS PROGRAMME, CLUSTER 2: EASTERN CAPE, FREE STATE AND WESTERN CAPE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public works: CGO Building: Bosman and Madiba ST					
Pretoria Central: Reception area					
OR POSTED TO:					
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:					
Pretoria Central:0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR DETAILS: NAME: REGISTRATION NUMBER: BUSINESS ADDRESS:			

PA-32: Invitation to Bid

		 TELEPHONE NUMBER:..... E-MAIL ADDRESS:.....
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	Odwa Tiya
CONTACT PERSON	Kgomotso Mabelebele	TELEPHONE NUMBER	012 492 1408/082 312 8957
TELEPHONE NUMBER	012 406 2017	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Odwa.Tiya@dpw.gov.za
E-MAIL ADDRESS	Kgomotso.Mabelebele@dpw.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILE. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A

SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF PROVISION OF TECHNICAL SUPPORT SERVICES FOR PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN THE INFRASTRUCTURE SECTOR OF THE EXPANDED PUBLIC WORKS PROGRAMME, CLUSTER 2: EASTERN CAPE, FREE STATE AND WESTERN CAPE

Project title:	Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure sector of the Expanded Public Works Programme, Cluster 2: Eastern Cape, Free State and Western Cape		
Bid no:	HP23/001GS		
Advertising date:	07 JULY 2023	Closing date:	01 AUGUST 2023
Closing time:	11:00AM	Validity period:	56 days

2.1 Substantive responsiveness criteria

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☐	Submission of (PA-32): Invitation to Bid
5	☒	Registration on National Treasury's Central Supplier Database.
6	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
9	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
10	☒	Pricing Schedule: ANNEXURE C
11	☐	
12	☐	

2.2 Administrative responsiveness criteria

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

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

3	☒	Submission of (PA-09 (GS)): List of Returnable Documents
4	☒	Submission of (PA-11): Bidder's disclosure.
5	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
6	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
9	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	☒	Submission of PA 32: Invitation to Bid
12	☐	
13	☐	

3. Method to be used to calculate points for specific goals

<u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>				
☐	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
	5.	An EME or QSE which is at	2	ID Copy

Notice and Invitation to Bid: PA-04 (GS)

	least 51% owned by youth.		or CSD Report Or CIPC
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☒	<u>For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>		
	Serial No	Specific Goals	Preference Points Allocated out of 20
	1.	An EME or QSE which is at least 51% owned by black people.	10
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2
	3.	An EME or QSE which is at least 51% owned by women	4
	4.	An EME or QSE which is at least 51% owned by people with disability.	2
	5.	An EME or QSE which is at least 51% owned by youth.	2



For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

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 which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
☐ 4. ☐	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDOSA)
☐ 5. ☐	An EME or QSE which is at least 51% owned by youth. NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)		ID Copy or CSD Report Or CIPC

**4. The following evaluation method for responsive bids will be applicable:
(Where functionality is applicable, it will be applied as a pre-qualification)**

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

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

Functionality criteria:	Weighting factor:
Combined experience in construction projects by the firm. Reference letters from Departments or SOE's indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents. Should the firm not be in a position of a reference letter, they may provide an appointment letter with the completion letter showing appointment date, completion date, contract amount and duration of the projects implemented. A template for listing of completed construction projects is attached as Annexure A. Score: from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points	15

Minimum qualification in Civil Engineering and curriculum vitae showing post qualification experience of individuals proposed as Technical Manager, Provincial Technical Advisors and Assistant Provincial Technical Advisors. Copies of qualifications and curriculum vitae must be attached. Technical Manager: Minimum qualification - B-Tech/Degree in Civil Engineering, NQF Level 7 on labour-intensive construction and a minimum of 60 months post qualification experience on the B-Tech/Degree qualification Provincial Technical Advisors: Minimum qualification - National Diploma in Civil Engineering, NQF Level 5 on labour-intensive construction with a minimum of 60 months post qualification experience on the National Diploma qualification Assistant Provincial Technical Advisors Minimum qualification National Diploma in Civil Engineering, NQF Level 5 on labour-intensive construction with minimum 36 months post qualification experience on the National Diploma qualification Proposed team of 7 individuals should include the following personnel: • 1 x Technical Support Manager • 3 x Provincial Technical Advisors • 3 x Assistant Provincial Technical Advisors Combined average scores of the team will be measured up to close of tender. Score: 120 months experience and above = 5 points 84 months to 119 months experience = 4 points 60 months to 83 months experience = 3 points 36 months to 59 months experience = 2 points 12 months to 35 months experience = 1 point 0 to 11 months experience = 0 points	30
Office coverage per province. Present office coverage in the different Provinces applicable to this tender (GP, KZN & MP). Municipal services account or lease agreements or a letter from Tribal Authority will be the source documents. (1 office per province) Score: 3 Provinces = 5 points 2 Provinces = 3 points 1 Provinces = 1 point	10
Combined experience of firm working with Local Government (Municipalities) on construction projects. Reference letters from Municipalities indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents. Should the firm not be in a position of a reference letter, they may provide an appointment letter with the completion letter showing appointment date, completion date, contract amount and duration of the projects implemented. A template for listing of completed construction projects is attached as Annexure B. Score: from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points	15

Implementation plan: Appropriateness of engagement strategy indicating the following: ☐ understanding of EPWP; ☐ clear project timelines; ☐ targeted public bodies; ☐ project cash flow; and ☐ public body engagement strategy. Score: 0 points = none of the listed points 1 point = any one of the listed points 2 points = any two of the listed points 3 points = any three of the listed points 4 points = any four of the listed points 5 points = all the five listed points	30
Total	100 Points

Minimum functionality score to qualify for further evaluation:	65
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6. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address BOSMAN AND MADIBA STREET, CGO BUILDING, ROOM 121. A non-refundable bid deposit of R 700 is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

7. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Odwa Tiya	Telephone no:	0124921408
Cell no:	0823128957	Fax no:	
E-mail:	odwa.tiya@dpw.gov.za		

8. DEPOSIT / RETURN OF BID 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 bid document.

All tenders must be submitted on the official forms –

BID DOCUMENTS MAY BE POSTED TO:

THE DIRECTOR -GENERAL
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 65

Pretoria

0001

ATTENTION:

PROCUREMENT SECTION: ROOM 121

*POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING
DATE AND TIME AT 11H00 BY THE DEPARTMENT*

OR

DEPOSITED IN THE TENDER BOX AT:

DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE

CGO BUILDING

BOSMAN AND MADIBA STREET
PRETORIA CBD

ROOM 121

9. COMPILED BY:

Odwa Tiya		Director	07 July 2023
Name of Project Leader	Signature	Capacity	Date

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	PROVISION OF TECHNICAL SUPPORT SERVICES FOR PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN THE INFRASTRUCTURE SECTOR OF THE EXPANDED PUBLIC WORKS PROGRAMME, CLUSTER 2: EASTERN CAPE, FREE STATE AND WESTERN CAPE		
Project Leader:	ODWA TIYA	Bid / Quote no:	HP23/001GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	☐
Map	01 Pages	☐
Bid form of offer (PA 32)	03 Pages	☐
PA 04 (GS):Notice and invitation to tender	08 Pages	☐
PA 09 (GS):List of returnable documents	01 Pages	☐
PA-10(GS):General Conditions of contract	10 Pages	☐
PA-11(GS) Bidder's Disclosure	03 Pages	☐
PA-15.1: Resolution of board of Directors	02 Pages	☐
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	☐
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	☐
PA-16:Preference Points Claim form	10Pages	☐
PA-40: Declaration of designated groups for preferential procurement	02 Pages	☐
Terms of reference	26 Pages	☐
Pricing schedule: ANNEXURE C	14 Page	☐

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.

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

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022



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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(Tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☐ 80/20	☐ 90/10
PRICE		
SPECIFIC GOALS		
Total points for Price and Specific Goals	100	

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
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	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
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	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
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	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	ID Copy Or CSD Report Or CIPC (company registration)
4. ☐	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. ☐	OR An EME or QSE or any entity which is at least 51% owned by youth. (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) ID Copy Or CSD Report Or CIPC (company registration)

- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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 which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		
5. An EME or QSE or any entity which is at least 51% owned by youth . (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

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,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION
2022

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

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

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Terms of Reference for the Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure sector of the Expanded Public Works Programme

Cluster 2 EC, WC & FS

36 months contract



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ANNEXURES

1. **Annexure A:** A template for listing of completed construction projects for Departments and SOEs
2. **Annexure B:** A template for listing of completed construction projects for Municipalities
3. **Annexure C:** Pricing schedule

For additional information please go to www.epwp.gov.za to view the following documents:

1. Guidelines for the implementation of labour intensive projects under the Expanded Public Works Programme (EPWP)
2. Expanded Public Works Program (EPWP) Integrated Grant Manual 2022/23 financial year



TERMS OF REFERENCE

The Terms of Reference for the Provision of Technical Support Services to Provincial Departments and Municipalities implementing projects Infrastructure Sector of EPWP in Eastern Cape (EC), Western Cape (WC) & Free State (FS) – 36 months contract

1 INTRODUCTION

This specification contains requirements that are applicable to the provision of Technical Support Services to Provincial Departments and Municipalities implementing projects in the infrastructure sector of the EPWP for Cluster 2 that comprises the Eastern Cape (EC), Western Cape (WC) & Free State (FS) provinces. The provision for technical support services is for a period for thirty six (36) months. Contract documentation requirements for compliance are set in the Guidelines for the implementation of Labour-intensive projects and EPWP Integrated Grant Manual under the Expanded Public Works Programme which can be accessed from www.epwp.gov.za respectively.

2 NORMATIVE REFERENCES

The latest editions of the following referenced documents are indispensable for the application of this standard:

- a) Construction Industry Development Board (CIDB). *Code of conduct for the parties engaged in construction procurement*
- b) Department of Public Works and Infrastructure. *Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015.*
- c) *EPWP Integrated Grant Manual 2022/23 Edition*
(Revision to the EPWP Integrated Grant Manual will be made from time to time at the discretion of Department of Public Works)

3 DEFINITIONS

Consulting Engineering Firm / Consortium: The natural or juristic firm appointed by the Public Body to design or administer a Project in accordance with the provisions of that contract.



Technical Team: A composition of personnel of a firm / consortium comprising of a Technical Manager, Provincial Technical Advisor, Assistant Provincial Technical Advisor/s that will be assisting Public Bodies in the provision of Technical Support.

Technical Advisor: An experienced Civil Engineer appointed by the Department of Public Works and Infrastructure and tasked with assisting Public Body to design and implement projects in accordance with the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015.

Project: Works associated with a contract executed by a contracting company appointed by a Public Body using labour-intensive methods in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme.

Public body: Refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

4 OBJECTIVES

4.1 The Public Body's objective is to have a series of Projects constructed cost effectively without compromising quality or construction standards in such a manner that:

- a) Infrastructure is created
- b) Temporary work opportunities, combined with training or education or skills development, are provided in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP) and EPWP Training framework.

4.2 Objective Areas which the Technical Support will be responsible for:

- a. Assist public bodies to develop plans to meet EPWP targets;
- b. Assist public bodies to identify suitable EPWP projects and programmes;
- c. Assist public bodies in setting work opportunities annual targets;
- d. Facilitate signing of EPWP Integrated grant agreements;
- e. Assist public bodies in the alignment of designs of EPWP projects and programmes to labour-intensive methods;



- f. Assist public bodies in alignment of projects contract documents and procurement process in line with Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 and EPWP integrated grant manual;
- g. Create enabling conditions for implementation of EPWP projects, such as: setting wage rates, facilitation of training of labourers in labour intensive methods of construction; mainstreaming the EPWP through the adoption of particular policies and procedures.
- h. Implement support which involves reviewing the progress and performance of public bodies, including site visit reports, feedback reports and intervention registers and identification of projects blockages;
- i. Identification of training needs for projects selected and procurement facilitation;
- j. Assist in registration of identified EPWP projects on the EPWP Reporting System.
- k. Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- l. Ensure that reporting is done on implemented EPWP projects, using the recommended EPWP Reporting System.
- m. Conduct public body visits and project site visits to ensure compliance to the EPWP audit requirements.

5 SERVICES PROVIDED

- 5.1 The Technical Team shall provide services in a manner that satisfies the objectives stated in 4 and in a manner which is consistent with the CIDB's Code of conduct for the parties engaged in construction procurement.
- 5.2 The Technical Team shall assess the strengths and weaknesses of the public body being supported and focus on the development of the identified areas of weakness.

6 FUNCTIONS OF TECHNICAL ADVISORS AND ASSISTANTS

The Provincial and Assistant Provincial Technical Advisors will be expected to carry out the following functions:

6.1 Identification of EPWP projects and Loading the projects identified on the EPWP Reporting System

Carrying out of this function will involve the following activities:



- Identification of potential EPWP projects from the public bodies provided list of projects. This could be done in consultation with EPWP Programme Managers and Provincial Coordinators.
- Agree with municipal officials on job opportunity creation target on projects identified.
- Confirming whether the project is registered as EPWP (project status).
- Review and align municipal tendering and contracting documents in accordance with Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 (to be accessed from www.epwp.gov.za).
- After ownership has been established by the public bodies, Technical Advisors will assist in registration of identified EPWP projects on the EPWP Reporting System.
- After public bodies have registered the projects, Technical Advisors will assist in cleaning data to be compliant with the requirements of EPWP Reporting System.

6.2 Project Monitoring

Carrying out of this function will involve the following activities:

- Following the progress of the projects identified from approval, design to construction, and reporting of project status and challenges being faced.
- Following up on non-reporting projects to ensure reporting.
- Assist public bodies to update information about projects on the EPWP Reporting System.
- Monitor progress on the EPWP Reporting system.
- Assist public bodies generate reports and report to Provincial Steering Committees, Provincial Coordinating Departments and the Department of Public Works and Infrastructure.

6.3 Implement Technical Support interventions

Depending on the nature of the problems / challenges that have been diagnosed or noted, the Provincial Technical Advisors / Assistant Provincial Technical Advisors will be required to implement Technical Support interventions that may involve the following activities:

- Advise on contract documentation to be compliant to the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 by inserting clauses from the Guidelines for



the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 into contract documents.

- Working with Consulting Engineers in public bodies to ensure that designs conducive to the application of labour-intensive methods are used on contract documents.
- Assisting Project Managers / Project implementers to ensure that labour-intensive methods are used during the implementation of projects.

6.4 Creating enabling conditions / facilitating compliance to EPWP principles

Provincial Technical Advisors / Assistant Technical Advisors will be required to create enabling conditions / facilitate compliance to EPWP principles in areas under their responsibility.

Carrying out this function may involve the following activities:

- Creating enabling conditions / facilitating compliance.
- Working with public bodies and to advise on suitable wage rates as per the National Minimum Wage Act of 2018.
- Advise public bodies to appoint accredited Consultants and Contractors.
- Qualified Training providers accredited in Labour Intensive methods are identified for Consulting Engineers and Contractors approved by the public body.
- Visiting EPWP projects within their assigned areas of work to audit whether EPWP guidelines are complied with or to provide technical advice to ensure that labour intensive methods are properly used.
- Align and ensure that EPWP reporting templates are included at project level for the contractor as per the EPWP Infrastructure Guidelines.
- Developing of Audit and compliance check lists for public bodies.

7 OUTPUTS OF TECHNICAL SUPPORT TEAM

7.1 Outputs of the Technical Support Manager: Cluster 2 (EC, WC & FS)

The Technical Support Manager shall be responsible for the supervision and coordination of the activities of the Provincial and Assistant Provincial Technical Advisors for EC, WC and FS. In addition the Technical Support Manager will provide support to the Provincial Technical Support where necessary. To develop and consolidated reports which should contain information on project lists, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be



provided in all the Provinces. The consolidated report will be submitted on a monthly basis to the Director: EPWP Technical support by the 20th day of every month.

7.2 Outputs of Provincial Technical Advisors: Cluster 2 (EC, WC & FS)

The Provincial Technical Advisors will be required to perform the functions indicated in the specifications and scope of work to public bodies to which they are assigned and will be required to prepare and submit monthly reports to the Technical Support Manager. The reports will contain information on projects, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be provided in the Provinces they are responsible for. Reports will be submitted on a monthly basis and should reach the Technical Support Manager not later than the 20th day of every month. The Provincial Technical Advisors are also required to generate reports on public body performance, oversee the activities of the Assistant Provincial Advisors to ensure that they are performing the functions as per the specifications.

7.3 Outputs of Assistant Provincial Technical Advisors: Cluster 2 (EC, WC & FS)

The Assistant Provincial Technical Advisors will be required to perform the functions indicated in the specifications, EPWP Integrated Grant Manual and scope of work to public bodies to which they are assigned and will be required to prepare and submit monthly reports to the Technical Support Manager. The reports will contain information on projects, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be provided to the public bodies they are responsible for. Reports will be submitted on a monthly basis and should reach the Provincial Advisor not later than the 20th day of every month.

8. RECOMMENDED COMPOSITION OF TECHNICAL SUPPORT TEAM IN CLUSTER 2 FOR EASTERN CAPE, WESTERN CAPE AND FREE STATE

The Technical support will be composed as follows:

- 1 X Technical Support Manager: Cluster 2
- 3 X Provincial Technical Advisors, one (1) for each of the Provinces (EC, WC & FS)
- 3 X Assistant Provincial Technical Advisors, one (1) for each of the Provinces (EC, WC & FS)



Bidders will be required to provide a full contingent of the technical support personnel when they respond to the tender. Companies are allowed to form Joint Ventures and sub-contract where feasible to do so.

8.2 The following minimum qualification requirements shall be adhered to:

- 8.2.1 Technical Support Manager – B Tech/degree in Civil Engineering and NQF level 7 on Labour-Intensive Construction,
- 8.2.2 Provincial Technical Advisors and Assistant Provincial Technical Advisors – National Diploma (ND) in Civil Engineering and NQF level 5 on Labour-Intensive Construction

8.3 Full curriculum vitae of all proposed individual members and clear copies of qualifications must accompany the Bid.

8.4 Due to the nature of the work that will be conducted, it is recommended that the appointed service provider must have or establish offices in all 3 provinces.

8.5 Bidders **MUST** take note of the Annexures in the tender document as follows:

- 8.5.1 **Annexure A:** is a template for listing of completed construction projects for Departments and SOEs
- 8.5.2 **Annexure B:** for is a template for listing of completed construction projects for Municipalities
- 8.5.3 **Annexure C:** Pricing schedule

8.6 Bidders are also requested to take note of the payment terms for this tender:

- 8.6.1 The payment terms for this tender are such that if appointed, the service provider will be expected to submit payment certificates monthly until the contract has expired. The payments will only be processed if there is an order number issued against the approved contract. If there is no order number that has been issued for the contract, no payments will be processed. Also note that if there is no payment certificate submitted within 30 days after the order number has been issued, the order number will expire.

9. TYPES OF INFRASTRUCTURE SUITABLE FOR CONSTRUCTION / MAINTENANCE USING LABOUR-INTENSIVE METHODS

The types of infrastructure suitable for construction / maintenance using labour-intensive methods are as follows:

9.1 Roads

The following operations may be carried out using labour-intensive methods:



9.1.1 Site clearance

9.1.2 Layer work construction/maintenance including loading, hauling and spreading material.

Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-intensive methods.

9.1.3. Labour-intensive methods may be used when carrying out the following operations:

- Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams.
- Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
- Slurry treatments to existing or new road surfaces.
- In situ concrete roads.
- Segmented block paved roads.
- Cast in-situ concrete pavements (including Ultra-Thin Reinforced Concrete)
- Hyson-cells;
- Road markings.

9.1.4. Fencing.

9.1.5. Erection of road signs.

9.1.6. Grass maintenance.

9.1.7. Road reserve maintenance.

9.1.8. Rubble masonry bridges, culverts and retaining walls

9.2 Stormwater

The following operations may be constructed and maintained using labour-intensive construction/maintenance methods:

9.2.1. Gabions and Reno mattresses.

9.2.2 Small diameter pre-cast concrete elements (pipes and arches).

9.2.3. Grassed or lined water channels

9.3. Sewers



The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 9.3.1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
- 9.3.2. Sewer manhole covers and lids using specially designed pre-cast units.
- 9.3.3. Shallow maturation or facultative pond of a maximum depth of 2m
- 9.3.4. Sewer pipe work, particularly smallbore/ solids free sewers designed and specified to reduce trench depth

9.4 Water

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 9.4.1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
- 9.4.2. Construction of Ferro-cement reservoirs.
- 9.4.3. Excavation for membrane lined and floating roof reservoirs.
- 9.4.4. Construction of small masonry reservoirs.
- 9.4.5. Spring and well protection measures
- 9.4.6. Construction of valve and hydrant boxes

9.5 Haul of Material

Where the haul of any material does not exceed 150m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and offloading can be done by hand.

9.6 Electricity

The following operations may be constructed using labour-intensive methods:

- 9.6.1. Excavation of trenches for reticulation of all voltages.
- 9.6.2. Excavation for and erection of poles for overhead lines.
- 9.6.3. Installation of all electricity cables (joints and terminations by qualified persons).



9.7 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

- 9.7.1. Manufacture of masonry elements on site.
- 9.7.2. Excavation of all foundation trenches by hand.
- 9.7.3. Manufacture of roof trusses on site.
- 9.7.4. Alternative building technologies referred by Agrément SA.

9.8 Green Jobs

Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure mentioned above. This includes materials and physical assets.

10. EVALUATION

10.1 The bids will be evaluated on Functionality, Price and Preference. The 80/20 preference points scoring system will be applicable for this bid.

The weighting on the functionality is as follows:

Functionality criteria	Weighting factor
Combined experience in construction projects by the firm. Reference letters from Departments or SOE's indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents. Should the firm not be in a position of a reference letter, they may provide an appointment letter with the completion letter showing appointment date, completion date, contract amount and duration of the projects implemented. A template for listing of completed construction projects is attached as Annexure A. Score: from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points	15
Minimum qualification in Civil Engineering and curriculum vitae showing post qualification experience of individuals proposed as Technical Manager, Provincial Technical Advisors and Assistant Provincial Technical Advisors. Copies of qualifications and curriculum vitae must be attached.	30



Technical Manager:

Minimum qualification - B-Tech/Degree in Civil Engineering, NQF Level 7 on labour-intensive construction and a minimum of 60 months post qualification experience on the B-Tech/Degree qualification

Provincial Technical Advisors:

Minimum qualification - National Diploma in Civil Engineering, NQF Level 5 on labour-intensive construction with a minimum of 60 months post qualification experience on the National Diploma qualification

Assistant Provincial Technical Advisors

Minimum qualification National Diploma in Civil Engineering, NQF Level 5 on labour-intensive construction with minimum 36 months post qualification experience on the National Diploma qualification

Proposed team of 7 individuals should include the following personnel:

- 1 x Technical Support Manager
- 3 x Provincial Technical Advisors
- 3 x Assistant Provincial Technical Advisors

Combined average scores of the team will be measured up to close of tender.

Score:

120 months experience and above = 5 points
84 months to 119 months experience = 4 points
60 months to 83 months experience = 3 points
36 months to 59 months experience = 2 points
12 months to 35 months experience = 1 point
0 to 11 months experience = 0 points

Office coverage per province. Present office coverage in the different Provinces applicable to this tender (**EC, WC & FS**). **Municipal services account or lease agreements or a letter from Tribal Authority** will be the source documents. (1 office per province)

Score:

3 Provinces = 5 points
2 Provinces = 3 points
1 Provinces = 1 point

Combined experience of firm working with **Local Government (Municipalities)** on construction projects. Reference letters from Municipalities indicating appointment date, completion date, contract amount and duration of the projects implemented will be **source documents**. Should the firm not be in a position of a reference letter, they may provide an **appointment letter with the completion letter** showing appointment date, completion date, contract amount and duration of the projects implemented.

A template for listing of completed construction projects is attached as **Annexure B**.

Score:

10

15



from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points	
Implementation plan: Appropriateness of engagement strategy indicating the following: ▪ understanding of EPWP; ▪ clear project timelines; ▪ targeted public bodies; ▪ project cash flow; and ▪ public body engagement strategy. Score: 0 points = none of the listed points 1 point = any one of the listed points 2 points = any two of the listed points 3 points = any three of the listed points 4 points = any four of the listed points 5 points = all the five listed points	30
Total	100 points

The evaluation of the bid will be as follows:

- The minimum score on functionality will be **65 points** to go through to the next round of price and preference evaluation.
- 80 points will be on price and
- 20 points in respect of preference

11. ENQUIRIES

For your enquiries please contact:

Project Manager: Mr Odwa Tiya

Tel no.: 012 492 1408

Cell No.:082 312 8957

Email address: odwa.tiya@dpw.gov.za

SCM Specialist: Ms Kgomotso Mabelebele

Tel No.: 012 406 2017



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SCOPE OF WORKS

FOR THE PROVISION OF TECHNICAL SUPPORT SERVICES TO PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN INFRASTRUCTURE SECTOR EPWP FOR CLUSTER 2: EASTERN CAPE (EC), WESTERN CAPE (WC) & FREE STATE (FS) – 36 MONTHS CONTRACT



SCOPE OF WORK

For the Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in Infrastructure sector EPWP for Cluster 2: Eastern Cape (EC), Western Cape (WC) & Free State (FS) – 36 months contract

The Expanded Public Works Programme (EPWP) is a “Nationwide programme which will draw significant numbers of the unemployed into productive work, so that workers gain skills while they work, and increase their capacity to earn an income”, as stated by the former President Thabo Mbeki, in his State of the nation address in February 2003. The Expanded Public Works Programme (EPWP) is a cross cutting programme that is implemented across the different Departments and Spheres of Government. The EPWP Unit of the Department of Public Works and Infrastructure (DPWI) coordinates the overall programme. DPWI is also the lead department for the coordination of the infrastructure sector of the programme. The EPWP unit intends to provide Technical Support to Provincial Departments and Municipalities implementing projects in the infrastructure sector through a service provider.

The first phase of the EPWP was concluded on the 31st of March 2009. On 25 June 2008, the Cabinet approved the second phase of the EPWP for the period 2009 – 2014 and the Programme’s business plan was approved at the Cabinet Lekgotla held in January 2009. The second phase of the EPWP commenced on 1 April 2009.

EPWP Phase two was concluded on the 31st March 2014. In 2013, a business plan highlighting Phase 3 outputs was approved by the Cabinet for a period 2014 - 2019. Phase has come to an end and in December 2018 the Cabinet has approved EPWP Phase 4 for implementation from 1 April 2019 to 31 March 2024 with the following items to be addressed in Phase 4:

- Strengthening the monitoring of the core EPWP principles to improve compliance to the EPWP guidelines.
- Expansion of the programme through replication and improved in programmes across all sectors.
- Enhancing the EPWP coordination and institutional arrangements including the PEP-IMC.
- Strengthening impact evaluation of the EPWP and ensure greater transparency and accountability through the introduction of Social Audits.
- Strengthening partnerships with the private sector and TVET Colleges.

The core universal principles that were adopted are:



- Adherence to the EPWP Minimum wage and employment conditions under the National Minimum Wage Act of 2018
- Selection of workers based on a clearly defined process and defined criteria
- Work provides or enhances public goods and community services
- Minimum labour intensity appropriate to sector

An EPWP Integrated Grant has been introduced for eligible public bodies to meet their EPWP targets, optimise employment creation and assist them to off-set costs that may be incurred in making public body projects and programmes more labour intensive. This EPWP Integrated Grant will contribute to funding the wage component of projects and in some sectors other project related costs that create employment for unemployed persons.

In the Provision of Technical Support services, priority will be given to Provincial Departments implementing Infrastructure EPWP projects, Metropolitan Municipalities, District Municipalities and targeted local municipalities. The objectives of the DPWI in providing Technical Support amongst others are as follows:

- (i) An optimum number of projects suitable for the EPWP are identified by Public Bodies.
- (ii) Designs appropriate for the use of labour-intensive methods are developed by Public Bodies being supported.
- (iii) Contract documentation that is compliant to the requirements of the guidelines for implementation of labour-intensive infrastructure projects under the EPWP are developed by the Public Bodies being supported.
- (iv) Labour-intensive methods are used during the implementation of EPWP projects.
- (v) Assist Public Bodies in compliance of projects in accordance with EPWP guidelines.
- (vi) Assist in registration of identified EPWP projects on the EPWP Reporting System.
- (vii) Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- (viii) Advise Public Bodies to sign off the reports on the EPWP Reporting system.
- (ix) Visiting of project sites to ensure the use of labour intensive methods.
- (x) Compile projects site visit reports and profiles of projects visited.
- (xi) Provide EPWP feedback reports on monthly basis to Public Bodies supported and DPWI.

Additional responsibilities will be assigned to the team from time to time by the Director: EPWP Technical Support when and as required.



The DPWI will require a Consulting firm / Consortium to provide Technical Support Services to Provincial Departments and Municipalities implementing projects in the infrastructure sector of the EPWP, for a period of 36 months. The appointed Service Provider will be working directly under direction and control of the Director: EPWP Technical Support.

Tenderers should note that the award of the tender will be based on the total amount calculated for the 3 year period.

Responsibilities of the different individuals that will be sourced through this tender shall include:

a) Technical Support Manager: Cluster 2 (EC, WC & FS)

The Technical Support Manager will report directly to the Director: EPWP Technical Support and will be responsible for the supervision and coordination of the activities of the Provincial and Assistant Provincial Technical Advisors for EC, WC & FS. In addition the Technical Support Manager will provide support to the Provincial Technical Support where necessary. The Technical Support Manager will be required to consolidate reports from the Provincial Technical Advisors, prepare a report. The Technical Support Manager will be responsible for the compilation and Submission of monthly claims from the Consulting Engineering firm/ consortium to the Director: EPWP Technical Support. The Technical Support Manager will also be assigned different responsibilities by the Director: EPWP Technical Support from time to time.

b) Provincial Technical Advisors: Cluster 2 (EC, WC & FS)

The Provincial Technical Advisors shall interact with the EPWP Programme Manager, Provincial Coordinator, Independent Development Trust (IDT) EPWP support officials, public body officials, consultants and contractors implementing EPWP projects within the province they are responsible for. Their activities shall include the following:

- a. Assistance to Provincial Departments and Municipalities in the identification of suitable EPWP projects.
- b. Assistance to Consultants in the development of labour-intensive appropriate designs.
- c. Assistance to Provincial Departments and Municipalities in the development of EPWP compliant contract documents.
- d. Assistance to the Provincial MIG and Project Management Units (PMUs) in the identification and verification of EPWP projects.



- e. Assistance in the implementation of projects to ensure that labour-intensive methods of construction are used on projects.
- f. Assist in registration of identified EPWP projects on the EPWP Reporting System.
- g. Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- h. Carrying out of Project Audits to ensure that projects are compliant to the EPWP principles.

The Provincial Technical Advisors are required to submit a monthly report to their Technical Support Manager for Cluster 2, detailing the activities carried out in the Provinces they are responsible for. The monthly report shall include; the list of EPWP projects of the public bodies supported and the status of the projects, reports on projects visited, copies of documents that have been made EPWP compliant, data on projects being implemented, any challenges being faced and any other information requested from time to time by the EPWP unit.

c) Assistant Provincial Technical Advisors: Cluster 2 (EC, WC & FS)

The Assistant Provincial Technical Advisors Cluster 2 shall report to the Provincial Technical Advisors and shall carry out the same activities as the Provincial Technical Advisors in Cluster 2 and assist the Provincial Technical Advisors in carrying out technical support in the Province. The Assistant Provincial Technical Advisors shall be responsible for providing support to particular Municipalities / Provincial Departments as assigned by the Provincial Technical Advisor.

The Assistant Technical Advisors Cluster 2 shall interact with the EPWP Programme Manager, Provincial Coordinator, IDT EPWP support officials, public body officials, consultants and contractors implementing EPWP projects within the province they are responsible for.

The Assistant Provincial Technical Advisors shall be responsible for the preparation and submission of monthly reports to the Provincial Technical Advisor on the Public Bodies to which they have been assigned. The monthly report shall include; the list of EPWP projects being supported and the status of the projects, reports on projects visited, copies of the documents that have been made EPWP compliant, data on projects being implemented, any challenges being faced and any other information requested from time by the EPWP unit.

This scope of work should be carried out within the provisions of the specification for Technical Support services which forms part of this tender.



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EPWP PHASE 4 TARGETS FOR CLUSTER 2 MUNICIPALITIES



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EPWP PHASE 4 TARGETS FOR CLUSTER 2 MUNICIPALITIES

Phase 4 targets work opportunities for Municipalities by Province

Province	2019/20 WO	2020/21 WO	2021/22 WO	2022/23 WO	2023/24 WO
Eastern Cape	38 283	38 476	38 501	38 417	38 409
Free State	12 713	13 187	13 596	13 917	14 171
Western Cape	39 976	40 555	41 145	41 636	42 240
Totals	90 972	92 218	93 242	93 970	94 820

Phase 4 targets in Full Time Equivalent for Municipalities by Province

Province	2019/20 FTEs	2020/21 FTEs	2021/22 FTEs	2022/23 FTEs	2023/24 FTEs
Eastern Cape	13 744	13 781	13 757	13 726	13 712
Free State	4 034	4 176	4 304	4 407	4 487
Western Cape	11 680	11 821	11 965	12 098	12 243
Totals	29 458	29 778	30 026	30 231	30 442



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ANNEXURE A

A TEMPLATE FOR LISTING OF COMPLETED CONSTRUCTION PROJECTS FOR DEPARTMENTS AND SOEs



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TEMPLATE FOR LISTING OF COMPLETED CONSTRUCTION PROJECTS FOR DEPARTMENTS OR SOE'S

Name of Department / SOE	Name of Project	Contract Amount	Start Date	End Date	Completion Date	Contact Person	Contact number



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ANNEXURE B

A TEMPLATE FOR LISTING OF COMPLETED CONSTRUCTION PROJECTS FOR MUNICIPALITIES



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TEMPLATE FOR LISTING OF COMPLETED CONSTRUCTION PROJECTS FOR MUNICIPALITIES

Name of Municipality	Name of Project	Contract Amount	Start Date	End Date	Completion Date	Contact Person	Contact number



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ANNEXURE C

PRICING SCHEDULE

ANNEXURE C

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS

Pricing Schedule

Monthly Staff Cost-Year 1

AMOUNT

Item	Person	Description	Unit	Qty	Rate	Amount
1.0 Based in Pretoria at DPWI offices						
1.1		Technical Support Manager Cluster 2	Hrs	176		R -
2.0 Based in the Provinces						
2.1		Provincial Technical Advisor Eastern Cape	Hrs	176		R -
2.2		Assistant Technical Advisor Eastern Cape	Hrs	176		R -
2.3		Provincial Technical Advisor Western Cape	Hrs	176		R -
2.4		Assistant Technical Advisor Western Cape	Hrs	176		R -
2.5		Provincial Technical Advisor Free State	Hrs	176		R -
2.6		Assistant Technical Advisor Free State	Hrs	176		R -
TOTAL: STAFF COSTS CARRIED TO SUMMARY SHEET						R -

ANNEXURE C

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS

Pricing Schedule Monthly Staff Cost-Year 2					AMOUNT	
Item	Person	Description	Unit	Qty	Rate	Amount
1.0 Based in Pretoria at NDPW offices						
1.1		Technical Support Manager Cluster 2	Hrs	176		R -
2.0 Based in the Provinces						
2.1		Provincial Technical Advisor Eastern Cape	Hrs	176		R -
2.2		Assistant Technical Advisor Eastern Cape	Hrs	176		R -
2.3		Provincial Technical Advisor Western Cape	Hrs	176		R -
2.4		Assistant Technical Advisor Western Cape	Hrs	176		R -
2.5		Provincial Technical Advisor Free State	Hrs	176		R -
2.6		Assistant Technical Advisor Free State	Hrs	176		R -
TOTAL: STAFF COSTS CARRIED TO SUMMARY SHEET						R -

ANNEXURE C

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS

Pricing Schedule

Monthly Staff Cost -Year 3

AMOUNT

Item	Person	Description	Unit	Qty	Rate	Amount
1.0 Based in Pretoria at NDPW offices						
1.1		Technical Support Manager Cluster 2	Hrs	176		R -
2.0 Based in the Provinces						
2.1		Provincial Technical Advisor Eastern Cape	Hrs	176		R -
2.2		Assistant Technical Advisor Eastern Cape	Hrs	176		R -
2.3		Provincial Technical Advisor Western Cape	Hrs	176		R -
2.4		Assistant Technical Advisor Western Cape	Hrs	176		R -
2.5		Provincial Technical Advisor Free State	Hrs	176		R -
2.6		Assistant Technical Advisor Free State	Hrs	176		R -
TOTAL: STAFF COSTS CARRIED TO SUMMARY SHEET						R -

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS					
Pricing Schedule				AMOUNT	
Monthly Travelling Cost-year 1					
Item	Description	Unit	Qty	Rates	Amount
1.0 Car Hire (1 day duration)					
1.1	Car Hire	No.	1	R -	R -
1.2 Accommodation					
1.2.1	Accommodation	Lump sum	1	R -	R -
2.0 Flight Fares					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.1	Car Category-1551 to 1750cc	Km	7000		R -
3.2	Car Category-1751 to 1950cc	Km	7000		R -
3.3	Car Category-1951to 2150cc	Km	7000		R -
TOTAL: TRAVELLING AND ACCOMODATION EXPENSES CARRIED TO SUMMARY SHEET					R -

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS				AMOUNT	
Pricing Schedule					
Monthly Travelling Cost-Year 2					
Item	Description	Unit	Qty	Rates	Amount
1.0 Car Hire (1 day duration)					
1.1	Car Hire	No.	1	R -	R -
1.2 Accommodation					
1.2.1	Accommodation	Lump sum	1	R -	R -
2.0 Flight Fares					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.1	Car Category-1551 to 1750cc	Km	7000		R -
3.2	Car Category-1751 to 1950cc	Km	7000		R -
3.3	Car Category-1951to 2150cc	Km	7000		R -
TOTAL: TRAVELLING AND ACCOMODATION EXPENSES CARRIED TO SUMMARY SHEET					R -

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS					
Pricing Schedule				AMOUNT	
Monthly Travelling Cost-Year 3					
Item	Description	Unit	Qty	Rates	Amount
1.0 Car Hire (1 day duration)					
1.1	Car Hire	No.	1	R -	R -
1.2	Accommodation				
1.2.1	Accommodation	Lump sum	1	R -	R -
2.0 Flight Fares					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.1	Car Category-1551 to 1750cc	Km	7000		R -
3.2	Car Category-1751 to 1950cc	Km	7000		R -
3.3	Car Category-1951to 2150cc	Km	7000		R -
TOTAL: TRAVELLING AND ACCOMODATION EXPENSES CARRIED TO SUMMARY SHEET					R -

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The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS				AMOUNT	
Pricing Schedule					
Other monthly costs-Year 2					
Item	Description	Unit	Qty	Rate	Amount
					(Rands)
1.0 DUPLICATING					
1.1	A4	No.	2000	R -	R -
1.2	A3	No.	100	R -	R -
1.3	AO drawing	No.	50	R -	R -
1.4	A1 drawing	No.	50	R -	R -
2.0 Accommodation (Three Star Hotel Bed and Breakfast)					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.0 Office and Administrative related expenses					
3.1	Office and Administrative related expenses	Lump Sum	1	R -	R -
TOTAL: OTHER EXPENSES CARRIED TO SUMMARY SHEET				R -	

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The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS				AMOUNT	
Pricing Schedule					
Other monthly costs-Year 2					
Item	Description	Unit	Qty	Rate	Amount
					(Rands)
1.0 DUPLICATING					
1.1	A4	No.	2000	R -	R -
1.2	A3	No.	100	R -	R -
1.3	AO drawing	No.	50	R -	R -
1.4	A1 drawing	No.	50	R -	R -
2.0 Accommodation (Three Star Hotel Bed and Breakfast)					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.0 Office and Administrative related expenses					
3.1	Office and Administrative related expenses	Lump Sum	1	R -	R -
TOTAL: OTHER EXPENSES CARRIED TO SUMMARY SHEET					R -

Department of Public Works and Infrastructure

The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

CLUSTER 2 : EC, WC & FS					
Pricing Schedule				AMOUNT	
Other monthly costs-Year 3					
Item	Description	Unit	Qty	Rate	Amount
					(Rands)
1.0 DUPLICATING					
1.1	A4	No.	2000	R -	R -
1.2	A3	No.	100	R -	R -
1.3	AO drawing	No.	50	R -	R -
1.4	A1 drawing	No.	50	R -	R -
2.0 Accommodation (Three Star Hotel Bed and Breakfast)					
2.1	Provincial Technical Advisor Eastern Cape	No.	1	R -	R -
2.2	Assistant Technical Advisor Eastern Cape	No.	1	R -	R -
2.3	Provincial Technical Advisor Western Cape	No.	1	R -	R -
2.4	Assistant Technical Advisor Western Cape	No.	1	R -	R -
2.5	Provincial Technical Advisor Free State	No.	1	R -	R -
2.6	Assistant Technical Advisor Free State	No.	1	R -	R -
3.0 Office and Administrative related expenses					
3.1	Office and Administrative related expenses	Lump Sum	1	R -	R -
TOTAL: OTHER EXPENSES CARRIED TO SUMMARY SHEET				R -	

Department of Public Works and Infrastructure
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The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

SUMMARY COST FOR YEAR 1			
Pricing Schedule			AMOUNT
Item	Description	Page	Amount (Rands)
1	Staff	1 of 13	R -
2	Travelling	4 of 13	R -
3	Other costs	7 of 13	R -
	Sub-total		R -
	VAT (15%)		R -
Sub Total			R -
COST FOR YEAR 1 TO SUMMARY SHEET			R -

PLEASE NOTE THAT THE COST ITEMS STAFF, TRAVELLING AND OTHER COST ARE FOR A FULL MONTH. FOR THE TOTAL COST FOR THE YEAR, PLEASE MULTIPLY THE SUB TOTAL BY 12 MONTHS.

Department of Public Works and Infrastructure
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The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS

SUMMARY COST FOR YEAR 2			
Pricing Schedule			AMOUNT
Item	Description	Page	Amount (Rands)
1	Staff	2 of 13	R -
2	Travelling	5 of 13	R -
3	Other costs	8 of 13	R -
	Sub-total		R -
	VAT (14%)		R -
Sub Total			R -
COST FOR YEAR 2 TO SUMMARY SHEET			R -

PLEASE NOTE THAT THE COST ITEMS STAFF, TRAVELLING AND OTHER COST ARE FOR A FULL MONTH. FOR THE TOTAL COST FOR THE YEAR, PLEASE MULTIPLY THE SUB TOTAL BY 12 MONTHS.

PLEASE ALSO NOTE THAT FOR YEAR 2 AND YEAR 3, YOU MAY HAVE TO INCLUDE ESCALATION TO YOUR ORIGINAL AMOUNT.

Department of Public Works and Infrastructure**The Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in EPWP Infrastructure Sector, Cluster 2: EC, WC & FS**

SUMMARY COST FOR YEAR 3			
Pricing Schedule			AMOUNT
Item	Description	Page No	Amount (Rands)
1	Staff	3 of 13	R -
2	Travelling	6 of 13	R -
3	Other costs	9 of 13	R -
	Sub-total		R -
	VAT (14%)		R -
Sub Total			R -
COST FOR YEAR 3 TO SUMMARY SHEET			R -

PLEASE NOTE THAT THE COST ITEMS STAFF, TRAVELLING AND OTHER COST ARE FOR A FULL MONTH. FOR THE TOTAL COST FOR THE YEAR, PLEASE MULTIPLY THE SUB TOTAL BY 12 MONTHS.

PLEASE ALSO NOTE THAT FOR YEAR 2 AND YEAR 3, YOU MAY HAVE TO INCLUDE ESCALATION TO YOUR ORIGINAL AMOUNT.

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OVERALL SUMMARY COST FOR THE 3 YEAR PERIOD		
Pricing Schedule		AMOUNT
Description	Page No.	Amount (Rands)
Cost for year 1	10 of 13	R -
Cost for year 2	11 of 13	R -
Cost for year 3	12 of 13	R -
TOTAL COST FOR THE 3 YEARS		R -

PLEASE ALSO NOTE THAT FOR YEAR 2 AND YEAR 3, YOU MAY HAVE TO INCLUDE ESCALATION TO YOUR ORIGINAL AMOUNT.