



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER H23/024 AI
RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE
FOR THE

APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS

CONTENTS OF BID DOCUMENT

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Project Leader:	Lulamile Mashaba	Bid / Quote no:	H23/024AI

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
PA-04(EC): Notice and invitation to tender	12 Pages
PA-09 (EC): List of returnable documents	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
DPW-07 (EC): Form of Offer and acceptance	5 Pages
DPW-09 (EC): Particulars of Tender's Projects	5 Pages
DPW-21: Record of addenda to tender documents	2 Pages
PA-40: Declaration of designated groups	2 Pages
Terms of Reference	21 Pages
Annexure A (Plant and Equipment)	2 Pages

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

PLEASE TAKE NOTE

BID NUMBER: H23/024 AI

CLOSING TIME: SHARP 11:00

CLOSING DATE: 08 APRIL 2024

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

The **Bid Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

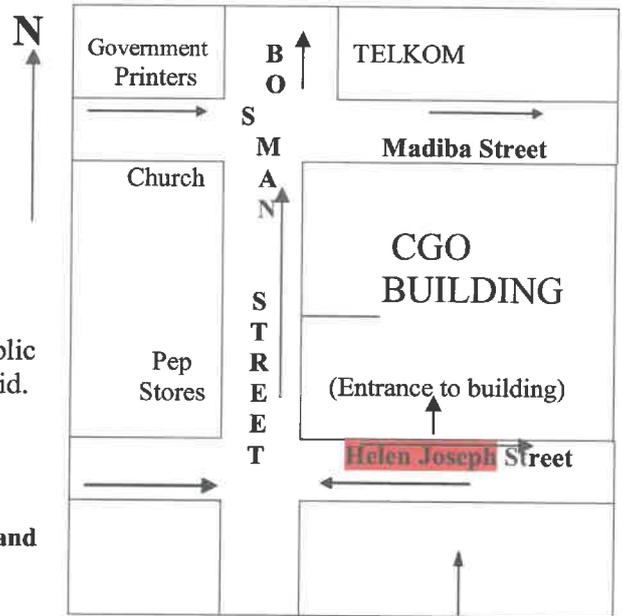
DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001

ATTENTION: TENDER SECTION:
Central Government office: Room 121

Bid documents that are posted must reach the Department of Public Works: Tender section, before 11:00 on the closing date of the bid.

OR

The bid documents may be deposit at the Dept of Public Works : Head Office: **Room 121, Central Government Office (CGO) c/o Bosman and Madiba street.(Entrance Madiba 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>



rendered will be granted preference, where available unless there are any known non-performance, litigation or any other legal concerns apply.

9.8 Joint ventures are not eligible to submit tenders.

9.9 Bidders may apply for more than 1 classification and grading of works in line with their respective grading and registration with CIDB. Bidders to Tick on which grade and classification they are applying for by completing the table below.

CIDB CLASSIFICATION AND GRADE APPLIED FOR		Grade			
		6	7	8	9
Classification	GB				
	CE				
	ME				
	EB				
	EP				

9.10 Bidders to indicate which cluster or province they intend to be part of by completing the below table:

Bidder Information

Bidders are to populate the below table in full, with accurate and valid information. Any incorrect information resulting in the bidder being disqualified or not contactable is the responsibility of the bidder and the Department will not be held liable in any manner.

Registered Company Name	
Company Registration #	
Head Office Physical Address	
Contact Person	
Telephone & Cellphone #	
Email (for enquiries)	
CIDB CRS #	
CSD MAAA #	
Tax Pin #	

Bidder Footprint

Tick in which Province you intend to tender for

Provinces	
1) LIMPOPO	<input type="checkbox"/>
2) MPUMALANGA	<input type="checkbox"/>
3) NORTH WEST	<input type="checkbox"/>
4) GAUTENG	<input type="checkbox"/>
5) KWA ZULU NATAL	<input type="checkbox"/>
6) EASTERN CAPE	<input type="checkbox"/>
7) FREE STATE	<input type="checkbox"/>
8) NORTHERN CAPE	<input type="checkbox"/>
9) WESTERN CAPE	<input type="checkbox"/>

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS
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Tender no:	H23/014 AI	Reference no:	
Advertising date:	06 March 2024	Closing date:	08 April 2024
Closing time:	11:00	Validity period:	N/A

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING) EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) ME (MECHANICAL ENGINEERING WORKS)**

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

Functionality criteria ¹ :	Weighting factor:
1. FINANCIAL CAPABILITY Adequate financial resources. Original / certified bank rating certificate of letter from the bank indicating the bank rating not older than 6 months. Points Allocation: i Bank rating of "A" = 5 Points ii Bank rating of "B" = 4 Points iii Bank rating of "C" = 3 Points iv Bank rating of "D" = 2 Points v Bank rating of "E" = 1 Point.	20

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

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

<p>2. Experience on comparable projects during the past 10 years.</p> <p>The tendering Service Provider's experience on comparable projects during the past 10 years. The list of all the successfully completed projects within the last 10 years, the service provider to provide the completion certificates with contactable references. Completed projects to be listed on the DPW 09 EC</p> <p>Points Allocation:</p> <ul style="list-style-type: none"> i 10 or more completed projects = 5 Points ii 8 - 9 Completed projects = 4 Points iii 6 - 7 Completed projects = 3 Points iv 4 - 5 Completed projects = 2 Points v 3 - Completed projects = 1 Point 	<p>30</p>
<p>3. Suitable qualified and appropriately experienced human resources.</p> <p>Service Provider to provide proof of technical work force to execute projects. (Company organogram with CVs, ID copies of proposed workforce). The service provider must submit a sworn affidavit for the employment of the proposed workforce.</p> <p>Allocation of suitably and appropriately experienced human resources:</p> <ol style="list-style-type: none"> 1. Contract Manager/ Construction Foreman/ Construction Manager 2. Occupational Health and Safety Agent/ Manager/ Officers with valid professional registration with SACPCPM 3. Multi-Disciplinary Artisans with trade test certificate (Electrician, Bricklayer, Plumber and Carpenter) with at least two personnel for each trade to get a point) 4. Technical Workforce with valid registration with relevant councils (Quantity Surveyor/ Engineers /Architect) <p>Points allocation</p> <ul style="list-style-type: none"> i All four including item 1 on the above = 5 Points ii Any three including item 1 on the above = 4 Points iii Any two including item 1 on the above = 3 points iv Item 1 on the list above = 2 points 	<p>30</p>

4. Plant and Equipment	
Bidders are required to submit an asset register indicating the machinery they own or rental agreements of the machinery as outlined in annexure A. The bidders are also required to fully complete the annexure A	
Points allocation:	
i Proof of ownership or rental agreement for all the 15 items listed= 5 Points	20
ii Proof of ownership or rental agreement for any 11 -14 items listed in annexure A = 4 Points	
iii Proof of ownership or rental agreement for any 8 - 10 items listed in annexure A =3 Points	
iv Proof of ownership or rental agreement for any 5 - 7 items listed in annexure A = 2 Points	
v Proof of ownership or rental agreement for any 1 - 4 items listed in annexure A = 1 Point	
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	60
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

insert motivation (if the provided space is not enough attach a memorandum)

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

<input type="checkbox"/> Method 1 (Financial offer)	<input type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

<input type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, 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	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects

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

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1
2	<input checked="" type="checkbox"/>	Submission of applicable PA-15.1: Resolution by the legal entity.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of PA 16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer (Including proposed sub-contractor).
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of Annexure A1: Plant and equipment.
11	<input checked="" type="checkbox"/>	Sworn affidavit for the proposed workforce.

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

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

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:



5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

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

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



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

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

Table 2

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

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

	OR			<p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
		5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

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

<input type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> 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.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

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

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

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider

will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

7.2 Commercial risks:

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

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

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		
(i)		

9. COLLECTION OF TENDER 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 **256 Madiba Street Pretoria 0001**. A non-refundable bid deposit of **R 0** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **Not Compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting, are:

Venue:	Virtual (Microsoft Teams Meeting)		
Virtual meeting link:	Meeting ID: 332 318 045 359 Passcode: L9S3oQ		
Date:	14 March 2024	Starting time:	11:00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Lulamile Mashaba	Telephone no:	015 293 8045
Cellular phone no	074 499 7300	Fax no:	N/A
E-mail	Lulamile.mashaba@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Tsebisio Molatudi	Telephone no:	012 406 1374
Cellular phone no	N/A	Fax no:	N/A
E-mail	Tsebisio.Molatudi@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 65</p> <p>Pretoria 0001</p> <p>Attention: Procurement section: Room 121</p>	OR	<p>Deposited in the tender box at:</p> <p>256 Madiba Street Department Of Public Works and Infrastructure CGO Building Room 121</p>
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13. COMPILED BY:

Tshepiso Ramufi		08/03/2024
Name of Project Manager	Signature	Date

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Tender no:	H23/024 AI	Reference no:	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (<i>if applicable</i>)	1 Page	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (<i>if applicable</i>).	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting (<i>if applicable</i>).	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Terms of Reference	21 Pages	Yes
Annexure A (Plant and Equipment)	2 Pages	Yes

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no:

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any additional information required to complete a risk assessment (if applicable)	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no:

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the Tendering Entity is:	



<p>a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)</p>	<p>Copies of the Founding Statement – CK1</p>
<p>b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].</p>	<p>Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.</p>
<p>c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).</p>	<p>Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).</p>
<p>d. A profit company duly registered as a public company.</p>	<p>Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.</p>
<p>e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).</p>	<p>Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.</p>
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</p>
<p>g. A Trust</p>	<p>Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.</p>

Signed by the Tenderer:

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



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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices



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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



PA-40: DECLARATION OF DESIGNATED GROUPS

Tender no: **H23/024AI**

EME¹ QSE² Non EME/QSE (tick applicable box)

Name of Tenderer

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

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

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

- ¹ EME: Exempted Micro Enterprise
- ² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date

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

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS.		
Tender / Quotation no:	H23/024AI	Reference no:	Panel of Contractors

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
 APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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

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

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

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

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Company or Close Corporation:
.....
.....
And: Whose Registration Number is:
.....
And: Whose Income Tax Reference Number is:
.....
CSD supplier number:.....

OR

Natural Person or Partnership:
.....
.....
Whose Identity Number(s) is/are:
.....
Whose Income Tax Reference Number is/are:
.....
..
CSD supplier number:.....

Tender / Quotation no: Error! Reference source not found.

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
In his/her capacity as:	

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

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

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

- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Tender / Quotation no: Error! Reference source not found.

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Tender / Quotation no: Error! Reference source not found.

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

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

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

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

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

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

For Internal & External Use

Effective date 5 July 2022

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Version 2022/04

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

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Tender / quotation no:	H23/014 AI	Closing date:	04 April 2024
Advertising date:	04 March 2024	Validity period:	N/A days

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

1.1. Current projects

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

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						

1.2. Completed projects

Projects completed in the previous 10 (Ten) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

Projects completed in the previous 10 (Ten) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
14						
15						
16						
17						
18						
19						
21						
22						
23						
24						
25						

Name of Tenderer	Signature
	Date

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS BUILDING), EP (ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS), FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS		
Tender no:	H23/024AI	Reference no:	Panel of Contractors

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

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



documents

Name of Tenderer	Signature	Date
------------------	-----------	------



**APPOINTMENT OF PANELS FOR CIDB GRADE 6-9 CE
(CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING
WORKS BUILDING), EP (ELECTRICAL ENGINEERING
WORKS-INFRASTRUCTURE), GB (GENERAL BUILDING)
AND ME (MECHANICAL ENGINEERING WORKS), FOR
INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE
NATIONAL DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE
FOR A PERIOD OF 36 MONTHS**



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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
B-BBEE	Broad Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
EME	Emerging Micro Enterprise
QSE	Qualifying Small Enterprise
SANAS	South African National Accreditation System
SARS	South Revenue Services
SSA	Social Security Administration
CIDB	Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)
PMTE	Property Management Trading Entity
GB	General Building
CE	Civil Engineering
ME	Mechanical Engineering
EB	Electrical Engineering Building
EP	Electrical Engineering Infrastructure
EPWP	Expanded Public Works Programme
CIP	Contractor Incubator Programme
BOQ	Bill of Quantities
SACPCMP	South African Council for the Project and Construction Management Professions
OHS	Occupational Health and Safety Officer
RFP	Request for Proposal
Department	Department of Public Works
DTIC	Department of Trade and Industry and Competition



1. PURPOSE

1.1 The purpose of this document is to invite contractors from across all the nine (9) provinces for services required for infrastructure projects run by the Department of Public Works (Hereafter referred to as the Department) throughout the country. The purpose is to create a centre of excellence that works with key government stakeholders to improve the speed and quality of infrastructure delivery.

2. BACKGROUND

2.1 The National Department of Public Works and Infrastructure (hereafter referred to as the Department) is legislatively mandated as the custodian and portfolio manager of a significant portion of the National Government's immovable assets. This includes the provision of accommodation; rendering of expert built environment services to user departments at National Government level and the planning, acquisition, management and disposal of immovable assets under the custodianship of the Department, through its Property Management Trading Entity (PMTE).

2.2 In order to deliver on this mandate, the Department performs a wide range of activities including management of large portfolio of infrastructure projects often requiring the contractors to build the facilities.

2.3 The Department aims to contribute to sustainable livelihoods and economic growth by accelerating the delivery of quality social and economic infrastructure and promoting cost-effective, sustainable, integrated infrastructure planning and delivery to support government in accelerating the implementation of infrastructure programmes through the provision of project management support, in key priority sectors critical to the achievement of various national objectives for economic growth, job creation and infrastructure delivery.

2.4 THE INVITED CIDB CATEGORIES ARE LISTED IN TABLE 2.2.1. BELOW

TABLE 2.4.1. LIST OF INVITED CATEGORIES.

CONTRACTOR CATEGORY	CLASS OF WORKS	REQUIRED GRADES
General Building	GB	Grade 6-9
Civil Engineering	CE	Grade 6-9



Mechanical Engineering Works	ME	Grade 6-9
Electrical Engineering Works - BUILDING	EB	Grade 6-9
Electrical Engineering Works - INFRASTRUCTURE	EP	Grade 6-9

3. OBJECTIVES OF ESTABLISHING THE PANELS

3.1 The Department will utilise the Panel of Contractors to source construction services in an accelerated manner. Sourcing through this manner, further supports:

- Best value for money;
- The sustainable supply of Services; and
- The meeting of Department's current requirements (at a minimum) and providing for flexibility to meet Department's future needs related to the scope.

4. SCOPE

4.1 The Department is legislatively mandated as the custodian and portfolio manager of a significant portion of the National Government's immovable assets. This included the provision of accommodation, rendering of expert built environment services to user Departments at National Government level and the planning, acquisition, management and disposal of immovable assets under the custodianship of the Department through its PMTE.

4.2 In order to deliver on this mandate, the Department performs a wide range of activities including the management of large portfolio of infrastructure projects that often requires planning, leading, execution, supervision and inspection. The Department thus seeks to appoint pre – approved panel of contractors in their respective CIDB designation and class of works.

4.3 The programme will invite bidders to an open procedure procurement process.

4.4 The Department intends to pre-approve Panels of Contractors for a period not exceeding thirty six (36) months.

4.5 Inclusion on the panels does not guarantee work as allocation of work will be based on demand for the services.

4.6 The work envisaged will include all the regions across the 9 provinces in South Africa.



5. LEGISLATIVE AND REGULATORY FRAMEWORK

5.1 Treasury Regulation published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations.

5.2 The Special Conditions of Contract (SCC) are supplementary to the forms of contract. However, where the Special Conditions of Contract are in conflict with the forms of contract, the Special Conditions of Contract prevail.

6. SUBSTANTIVE RESPONSIVENESS CRITERIA

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

Responsiveness Criteria	Prequalifying Criteria
1) Only those tenderers who satisfy the eligibility criteria stated in the tender data may submit tenders	Pre - qualifier
2) Tender offer must be properly received on the tender closing date and time specified on the invitation and fully completed.	Pre - qualifier
3) Submission of DPW – 09 (EC): Particulars of Tenderer's projects.	Pre - qualifier

7. ADMINISTRATIVE REQUIREMENTS

7.1 Tenderers may be required to submit the below documents where applicable

Administrative requirement
1) Submission of (PA – 11): Bidders disclosure
2) Submission of PA – 16.1: Ownerships particulars
3) Submission of PA 40
4) Submission of proof of registration on National Treasury's Central Supplier Database (CSD).



5) Upon requests, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
6) Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the employer for projects requiring a security clearance.
7) Submission of PA 15.1
8) Submission of Annexure A1 : Plant and equipment.
9) Sworn affidavit for the proposed workforce.

8. FUNCTIONALITY

8.1 The BEC will do Consensus scoring and the scores will be summarised in a consolidated document.

8.2 In order to qualify, **minimum points of 60 out of 100** must be obtained in total.

8.3 All supporting evidence must be relevant to the tender CIDB Category of **General Building (GB), Civil Engineering (CE), Mechanical Engineering Works (ME), and Electrical Engineering Works for Building (EB) and Electrical Engineering works for Infrastructure (EP)**

8.4 The following evaluation criteria will be applied in the **Functionality Evaluation** of tenders

1. Financial Capability
2. Experience on comparable projects during the past 10 years
3. Suitably qualified and appropriately experienced human resources
4. Plant and Equipment

Functionality criteria applicable for Grade 6 – 9 contractors

Functionality Criteria	Weight
1. FINANCIAL CAPABILITY Adequate financial resources. Original / certified bank rating certificate of letter from the bank indicating the bank rating not older than 6 months. Points Allocation:	20



<p>i Bank rating of "A" = 5 Points ii Bank rating of "B" = 4 Points iii Bank rating of "C" = 3 Points iv Bank rating of "D" = 2 Points v Bank rating of "E" = 1 Point.</p>	
<p>2. Experience on comparable projects during the past 10 years.</p> <p>The tendering Service Provider's experience on comparable projects during the past 10 years. The list of all the successfully completed projects within the last 10 years, the service provider to provide the completion certificates with contactable references. Completed projects to be listed on the DPW 09 EC</p> <p>Points Allocation:</p> <p>i 10 or more completed projects = 5 Points ii 8 - 9 Completed projects = 4 Points iii 6 - 7 Completed projects = 3 Points iv 4 - 5 Completed projects = 2 Points v 3 - Completed projects = 1 Point</p>	30
<p>3. Suitable qualified and appropriately experienced human resources.</p> <p>Service Provider to provide proof of technical work force to execute projects. (Company organogram with CVs, ID copies of proposed workforce). The service provider must submit a sworn affidavit for the employment of the proposed workforce.</p> <p>Allocation of suitably and appropriately experienced human resources:</p> <ol style="list-style-type: none">1. Contract Manager/ Construction Foreman/ Construction Manager2. Occupational Health and Safety Agent/ Manager/ Officers with valid professional registration with SACPCPM3. Multi-Disciplinary Artisans with trade test certificate (Electrician, Bricklayer, Plumber and Carpenter) with at least two personnel for each trade to get a point)4. Technical Workforce with valid registration with relevant councils (Quantity Surveyor/ Engineers /Architect) <p>Points allocation</p> <p>i All four including item 1 on the above = 5 Points ii Any three including item 1 on the above = 4 Points iii Any two including item 1 on the above = 3 points</p>	30



iv Item 1 on the list above	= 2 points	
4. Plant and Equipment		20
<p>Bidders are required to submit an asset register indicating the machinery they own or rental agreements of the machinery as outlined in annexure A. The bidders are also required to fully complete the annexure A</p> <p>Points allocation:</p> <ul style="list-style-type: none">i Proof of ownership or rental agreement for all the 15 items listed= 5 Pointsii Proof of ownership or rental agreement for any 11 -14 items listed in annexure A = 4 Pointsiii Proof of ownership or rental agreement for any 8 - 10 items listed in annexure A =3 Pointsiv Proof of ownership or rental agreement for any 5 - 7 items listed in annexure A = 2 Pointsv Proof of ownership or rental agreement for any 1 - 4 items listed in annexure A = 1 Point		

9. ESTABLISHMENT OF THE PANEL

9.1 Bidders that are awarded, will be published on the Department's website (www.dpw.gov.za) under "Awarded Tenders", e-tender portal (www.etenders.gov.za), CIDB

9.2 Bidders that are not listed as stipulated above, will be deemed to be not awarded and will not receive Letters of Regret.

9.3 Appointment to the panel is neither a binding contract nor does it place an obligation on the Department to procure services from the contractors.

9.4 The services shall be on an as and when required basis, at the discretion of the Department

9.5 The Department will not be held liable if a contractor does not receive a tender invitation due to incorrect contact information, or CIDB Grading.

9.6 Contractors will be approached via a RFP ("Request for Proposal") process: For specific works, with project specific evaluation and competitive bidding.

9.7 Scope of work is to be provided on a case-by-case basis at the time of requirement. Contractors with the closest proximity to the province where services are to be



rendered will be granted preference, where available unless there are any known non-performance, litigation or any other legal concerns apply.

9.8 Joint ventures are not eligible to submit tenders.

9.9 Bidders may apply for more than 1 classifications and grading of works in line with their respective grading and registration with CIDB. Bidders to Tick on which grade and classification they are applying for by completing the table below.

CIDB AND GRADE FOR	CLASSIFICATION APPLIED	Grade			
		6	7	8	9
Classification	GB				
	CE				
	ME				
	EB				
	EP				

9.10 Bidders to indicate which cluster or province they intend to be part of by completing the below table:

Bidder Information

Bidders are to populate the below table in full, with accurate and valid information. Any incorrect information resulting in the bidder being disqualified or not contactable is the responsibility of the bidder and the Department will not be held liable in any manner.

Registered Company Name	
Company Registration #	
Head Office Physical Address	
Contact Person	
Telephone & Cellphone #	
Email (for enquiries)	
CIDB CRS #	
CSD MAAA #	
Tax Pin #	

Bidder Footprint

Tick in which Province you intend to tender for

Provinces	
1) LIMPOPO	<input type="checkbox"/>
2) MPUMALANGA	<input type="checkbox"/>
3) NORTH WEST	<input type="checkbox"/>
4) GAUTENG	<input type="checkbox"/>
5) KWA ZULU NATAL	<input type="checkbox"/>
6) EASTERN CAPE	<input type="checkbox"/>
7) FREE STATE	<input type="checkbox"/>
8) NORTHERN CAPE	<input type="checkbox"/>
9) WESTERN CAPE	<input type="checkbox"/>



10. PROJECT ALLOCATION PROCEDURE

- 10.1 Security Clearance will form a mandatory part of selection process as bidders will be screened as the Department hosts National Key Point Projects and bidders are to remain compliant with security screening until such time where projects are allocated
- 10.2 Once the qualifying service providers (contractors) are listed on the panel, a minimum of 10 contractors will be invited from the relevant panel in the applicable Cluster, thereafter contractors will compete on the basis of price and Preference.
- 10.3 The evaluation of these tenders will be in accordance with the tailored departmental procurement strategy. The tender will be awarded based on the assessment of the risks of the highest scoring bidders.
- 10.4 In the event of non-validity of compulsory documents of the recommended bidder, the Department reserves the right to re-allocate the project to another qualifying bidder.
- 10.5 The bidders will be required to participate in the empowerment initiatives of the Department such as EPWP, contract participation goal targets and CIDB B.U.I.L.D programme.

11. SPECIAL CONDITIONS OF BID

- 11.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 6.1. should not submit Tenders. If a Bidder is found not to meet any one of the requirements listed in paragraphs 6.1. Then that Bidder's Tender will be rejected without any further consideration, at the Department's sole discretion.
- 11.2 The Department is only interested in organisations that take accountability for service delivery.
- 11.3 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 11.4 The Bidder must be fully tax compliant. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term,



and failure to do so will result in the contractor's registration being suspended until compliant.

11.5 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.

11.6 The Department may **disqualify** a Bidder :

11.6.1 Whose Tender contains a negligent misrepresentation which is materially incorrect or misleading;

11.6.2 Who had access to any of the Department's proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders

11.6.3 Who materially fails to comply with any conditions or requirements of this RFP.

11.6.4 Who in the Department's opinion has either materially failed to comply with any of the conditions of any existing or past agreement between such Bidder and the Department or who has performed unsatisfactorily under any such agreement or Who fails to respond as required to written notices given by the Department in connection with its Tender under this RFP.

11.6.5 Where a director of a bidder has directorship in one or more other bidding entities. The submission may be disqualified at any other time after appointment, when this information comes to light.

11.6.6 Where a bidder was terminated by the Department, or any other State Entity for non-performance on a project in the last 5 years.

11.6.7 Where there is conflict between the Specification and / or any documentation published along with this document. The Provisions of this document take precedence overall.

11.7 Reservation of Rights

11.7.1 The Department reserves the right in its discretion to:

11.7.2 Make no award, withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons.

11.7.3 Not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation.

11.7.4 Change any of its requirements as set out in this RFP by giving Bidders reasonable notice.

11.7.5 Change any condition, procedure or rule of the RFP by giving Bidders reasonable notice.



11.7.6 Amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process.

11.8 Re-advertise for Tenders;

11.8.1 Provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders

11.8.2 Conduct site visits and/or perform audits whenever the Department deems it prudent to do so during RFP evaluation or post award

11.8.3 Undertake further checks on Bidders, which may include information on public record or In the public domain, information contained in internal the Department records or Information received from other government institutions.

11.8.4 No longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of the Department, provided that such Bidder is informed accordingly and invited to comment.

11.9 RFP not an Offer

11.9.1 This RFP does not constitute an offer to do business with the Department, but merely serves as an invitation to Bidders to facilitate a requirements-based decision process.

11.9.2 Nothing in this RFP or any other communication made between the Department (including its officers, directors, employees, advisers and representatives) is a representation that the Department will offer, award or enter into a contract with the Bidder.

11.10 Preparation Costs

11.10.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, no statement in this RFP will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this RFP.

11.11 Confidentiality

11.11.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP or a Bidder's Tender(s) will be disclosed



by any Bidder or other person not officially involved with the Department's examination and evaluation of a Tender.

11.11.2 No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This RFP and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived from.

11.11.3 Throughout this RFP process and thereafter, Bidders must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

11.11.4 After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Tenders or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

11.12 Limitation of Liability

11.12.1 A Bidder participates in this RFP process entirely at its own risk and cost. The Department shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this RFP process.

11.13 Tax Compliance

11.13.1 No tender shall be awarded to a Bidder (or any of its members, directors, partners or trustees) whose names appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

11.13.2 The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

11.14 Screening and Vetting of Service Provider



- 11.14.1 Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service may be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of the Department and areas designated as National Key points that they may have (as and when required per RFP). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.
- 11.14.2 Bidders are not allowed to subcontract with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- 11.14.3 The Department supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department does not support any form of fronting.
- 11.14.4 The Department in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by the Department may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder concerned.
- 11.15 Interpretation
- 11.15.1 The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 11.15.2 The word "The Department" in these conditions shall mean the Department of Public Works and Infrastructure
- 11.15.3 Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".



11.16 Precedence

- 11.16.1 The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.
- 11.16.2 If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.

11.17 General Bid Rules

- 11.17.1 “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 11.17.2 The digital and or electronic completion and signing of documents is permitted.
- 11.17.3 A bidder participates in this bid process entirely at its own risk and cost.

11.18 The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:

- 11.18.1 Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation.
- 11.18.2 Funds are no longer available to cover the total envisaged expenditure
- 11.18.3 No acceptable tender is received.
- 11.18.4 There is a material irregularity in the tender process or there is material change in the scope of works.
- 11.18.5 The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

11.19 Ambiguities/ Contradictions / Omissions

- 11.19.1 If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 11.19.2 If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
- 11.19.3 If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or If the ambiguity or



contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or cancel the bid and process.

11.20 Period of Validity for Bids after Closing Date

11.20.1 Validity not applicable.

11.21 Authority to Sign Bid Documents

11.21.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

11.21.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors.

11.21.3 The Department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

11.21.4 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

11.21.5 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed.

11.22 Contract Period

11.22.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

11.23 Award of Contracts to Tenderers Not Scoring Highest Points



11.23.1 Not applicable as it is not a contract.

11.24 Tax Compliance

11.24.1 No tender shall be awarded to a bidder who is non tax -compliant.

11.24.2 All bidders' tax matters must be in order prior to award.

11.24.3 Bidders' tax matters will be verified through CSD.

11.24.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations

11.24.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

11.24.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

11.25 Right of Award

11.25.1 The State reserves its following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item;
- Request further technical information from any bidder after the closing date;
- Verify information and documentation of the service provider;
- Not to accept any of the bids submitted;
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

11.26 Multiple Award

11.26.1 The State reserves the right to issue multiple awards, to ensure availability of service. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

11.27 The following shall be taken into consideration when contemplating a multiple-award:

- Capacity to meet the expected demand according to the end-user requirements;
- Mitigation of risk if the item is unavailable.



- 11.28 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- 11.29 In the event that a hard copy of the bid document and the electronic response are not received on or before the closing date and time, the bid will be invalidated.
- 11.30 The bid will be accessible on the below listed links:
<https://etenders.treasury.gov.za/content/advertised-tenders>
<http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx>
- 11.31 Communication and Confidentiality
- 11.31. The Department may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract.
- 11.32 Disclaimer
- 11.32.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
- 11.32.2 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

12. TENDER SUBMISSION

- 12.1 Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and time at the Tender Submission Office situated at: 256 Corner Madiba/Bosman street, Pretoria Central, 0001. If the bid document is late, or not submitted in the designated tender box, it will not be considered for evaluation.
- 12.2 Tender validity is not applicable due to no price inclusion, therefore the tender will remain valid until concluded.
- 12.3 Tender advertisement period is 31 days.
- 12.4 The non - compulsory tender clarification meeting will be conducted virtually. The link can be found in the tender document or tender advertisement.





NOTE 1: FAILURE TO COMPLETE THIS FORM WILL RESULT IN NO SCORES BEING ALLOCATED
NOTE 2: BIDDERS ARE NOT ALLOWED TO REPLICATE THIS FORM
NOTE 3: IF ITEMS ARE OWNED OR RENTED PROOF MUST BE PROVIDED

Project APPOINTMENT OF PANELS FOR CIDB GRADE 6 -9 CE (CIVIL ENGINEERING), EB (ELECTRICAL ENGINEERING WORKS-BUILDING), EP (ELECTRICAL ENGINEERING WORKS - INFRASTRUCTURE), GB (GENERAL BUILDING) AND ME (MECHANICAL ENGINEERING WORKS) FOR INFRASTRUCTURE PROJECTS UNDERTAKEN BY THE NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

Item No	Description	Quantity	Owned	Outsourced
1.	Turbidity meter	1		
2.	SUV's	1		
3.	Skid steer lifter	1		
4.	Excavator	1		
5.	Saws	4		
6.	Hand Driller Machine	3		
7.	Plate Compacter	1		
8.	Poker	1		
9.	Wheel barrows	5		
10.	Tool boxes with hammers, Pliers, Screwdrivers, spanners etc.	5		

11.	Tools to lower the High Masts for servicing of the light fittings	4	
12.	Step ladders	4	
13.	Concrete Mixer	2	
14.	Turbidity Meter	1	
15.	Drive Unit	1	
NAME OF REPRESENTATIVE:		SIGNATURE:	DATE: