21/07/2026

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: HP26/001GS

RETURNABLE DOCUMENTS

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5 MID-TERM REVIEW

Advertisement date : **22/07/2026**

Non-compulsory briefing session : **30/07/2026 10:00**

Microsoft Teams meeting

https://teams.microsoft.com/meet/35702108031743?p=ycFzfOq7nrsnbttImd
Meeting ID: 357 021 080 317 43
Passcode: n2XU7jW2

Closing Date : **12/08/2026**

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

CONTENTS OF BID DOCUMENT

Project title:	**APPOINTMENT OF A SERVICE PROVIDER FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5 MID-TERM REVIEW**		
Project Leader:	**KGOMOTSO ZANTSI**	**Bid / no:**	**HP26/001GS**

SECTIONS IN BID DOCUMENT

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

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

PLEASE TAKE NOTE **BID NUMBER: HP26/001GS**

CLOSING TIME: SHARP 11:00 CLOSING DATE: 12/08/2026

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

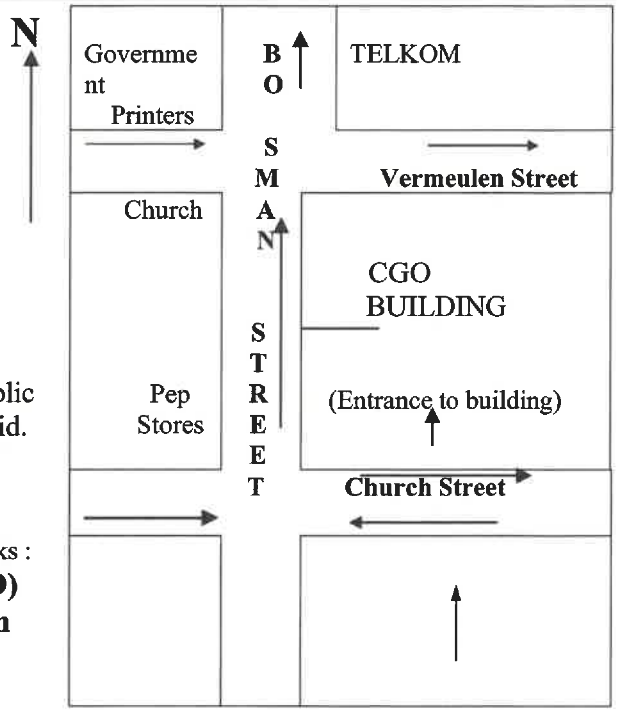
BID DOCUMENTS MAY BE POSTED TO

DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001
ATTENTION: TENDER SECTION:
Central Government office: Room 121

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

OR

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



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

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

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.
Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

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

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

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

Map PWH June 2009

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

PA 32: INVITATION TO BID
PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	HP26/001GS	CLOSING DATE:	12/08/2026	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5 MID-TERM REVIEW				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Department of Public works: CGO Building: Bosman and Madiba ST
Pretoria Central: Reception area
OR POSTED TO:
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:
Pretoria Central:0001

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
SIGNATURE OF BIDDER	………………………………	**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					

TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (¹ALL APPLICABLE TAXES)**	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

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".

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF A MID TERM REVIEW OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5.

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5 MID-TERM REVIEW

Bid no:	HP26/001GS		
Advertising date:	22/07/2026	**Closing date:**	12/08/2026
Closing time:	11:00am	**Validity period:**	**84 days**

1. 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. Company Experience Previous experience based on number of projects of similar nature successfully completed over the period of not less than 10 years in research and evaluation studies. (Bidders must attach signed Reference Letters indicating project description, project value, time frame and contact details). Successful completion of 5 projects or more = 5 points Successful completion of 4 projects = 4 points Successful completion of 3 projects = 3 points Successful completion of 3 projects = 2 points Successful completion of 1 project = 1 point Successful completion of less than 1 project = 0 points	10
2. Quality of the Proposal The technical quality of the proposal will be assessed using the following criteria: I. Research methodology (Mandatory) • Design of the study • Sampling methodology • Data analysis II. Understanding of the Scope • Identify the study needs by explaining what must be done and why. • Realistic timelines, milestones, and resource allocation. • Identify possible challenges, limitations and solutions. If proposal is addresses all six (6) sub components of understanding the scope and research methodology = 5 If proposal addresses the mandatory research methodology sub components plus 2 understanding of the scope sub components = 3 If proposal addresses the mandatory research methodology sub components plus 1 understanding of the scope sub component = 1 If proposal addresses three (3) or less sub components= 0	20

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

3. Design and Implementation Evaluation Implementation Feasibility and Evaluation Approach • Evidence-Based Framework • Impact Attribution • Assessment of compliance with Phase V implementation strategy. • Milestones If proposal covers all of the above = 5 If proposal covers 3 of the above = 3 If proposal covers 2 of the above =1 If proposal covers 1 = 0	30
4. Team Leader Qualification and Experience Team Leader must possess a PhD degree qualification in Public Policy, Developmental Studies/Social or economic sciences or other closely related field (Bidders must submit certified copies of their qualifications and SAQA accreditation for foreign qualifications). Team Leader must possess a minimum of ten (10) years' post qualification working experience in leading large-scale evaluations of government programmes (Bidders must attach their CVs detailing their work experience). PhD degree plus 15 years' experience and above = 5 points PhD degree plus 11 - 14 years' experience = 3 points PhD degree plus 10 years' experience = 1 point Any qualification below a PhD degree and less than 10 years' experience = 0 points	15
5.Team Members Qualifications Team Members' must possess a minimum Masters qualification in the following areas: Social Sciences, Monitoring and Evaluation, Statistics/Econometrics, Labour Economics, Human Resource Development or any related qualification, Civil Engineering. (Bidders must attach recently certified (not more than 6 months old) copies of educational qualifications of the Team Members). The core team should comprise all specified areas of specialization. If a member has 2 of the required qualifications, they will be scored once. a) Masters in Statistics /Econometrics or any relevant qualification b) Masters in Social Sciences /M&E or any relevant qualification c) Masters in Labour Economics/Human Resource Development or any relevant qualification d) Degree in Civil Engineering (with Registration) If team members possess all of the above = 5 points If team members possess any 3 of the above = 3 points If team members possess any 2 of the above = 1 Any 1 or below of the above = 0 points.	10
6. Team Member(s) Experience A team comprises of all 4 core team Member(s). Each team member must possess a minimum of five (5) years' work experience (post highest qualification) in conducting evaluation and research related projects. (Bidders must attach detailed CV's of the Team Member(s) and proof of qualifications. Each member will be scored individually on a scale of 0-5. And the average score will be taken to the scoring sheet. If team members possess an average 7 years and above experience = 5 points If team members possess an average of 6-7 years' experience = 3 points If team members possess an average of 5 years' experience = 1 points If team members possess an average of less than 5 years' experience = 0 points	15
Total	**100 Points**

(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:	80

(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

The service provider must possess specialised expertise in poverty alleviation and public employment policy, coupled with a proven ability to synthesise data across diverse geographic and institutional contexts. A high functionality threshold is essential to ensure the appointment of subject matter experts capable of navigating complex cross-sectoral integration, as generalist consultants would likely struggle with the multi-layered nature of this evaluation.

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

2.1. Indicate which preference points scoring system is applicable for this bid:

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐**Either 80/20 or 90/10** Preference points scoring system

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder <u>shall</u> result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☐	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. ***insert motivation why the tender clarification meeting is declared compulsory***
7	☐	***Specify other responsiveness criteria***
8	☐	***Specify other responsiveness criteria***
9	☐	***Specify other responsiveness criteria***
10	☐	***Specify other responsiveness criteria***
11	☐	***Specify other responsiveness criteria***

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

3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
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	☒	Attendance of non-compulsory briefing.
8	☒	Submission of PA-32: Invitation to bid
9	☒	Submission of Completed Annexure A (Pricing Schedule)
10	☐	***Specify other responsiveness criteria***

3.3. 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	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	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

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

☒ **4.1. 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 or any entity which is at least 51% owned by black people (Mandatory)	10	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

			• 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	• 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **4.2. 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	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. ☐ **OR**	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, Pretoria. A non-refundable bid deposit of R 200,00 is payable, (Cash only) is required on collection of the bid documents.

☒ A ***non-compulsory*** pre bid meeting with representatives of the Department of Public Works will take place at Microsoft teams on 30/07/2026 starting at 10h00. Venue : (https://teams.microsoft.com/meet/35702108031743?p=ycFzfOq7nrsnbttlmd
Meeting ID: 357 021 080 317 43
Passcode: n2XU7jW2 *. (if applicable)*

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Kgomotso Zantsi KZantsi	**Telephone no:**	012 492 3014
Cellular phone no		**Fax no:**	
E-mail	kgomotso.zantsi@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Mannukoana Ramotheba	**Telephone no:**	012 406 1800
Cellular phone no		**Fax no:**	
E-mail	mannukoana.ramotheba@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

BID DOCUMENTS MAY BE POSTED TO:		**DEPOSITED IN THE TENDER BOX AT:**
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 59 PRETORIA 0001 ATTENTION: **PROCUREMENT SECTION: ROOM** 121 ***POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT***	OR	Department of Public Works & Infrastructure 256 Central Government Office Madiba Street, Pretoria Room 121

KZantsi

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PHASE 5 MID-TERM REVIEW		
Project Leader:	KGOMOTSO ZANTSI	**Bid / Quote no:**	HP26/001GS

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:**
(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	**Number of Pages:**	**Returnable document:**
Cover page	01 Pages	☐
Map	01 Pages	☐
Bid form of offer (PA 32)	02 Pages	☐
PA 04 (GS):Notice and invitation to tender	07 Pages	☐
PA 09 (GS):List of returnable documents	01 Pages	☐
PA-10(GS):General Conditions of contract	10 Pages	☐
PA-11(GS) Bidder's Disclosure	03 Pages	☐
PA-15.1: Resolution of board of Directors	02 Pages	☐
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	☐
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	☐
PA-16: Preference Points Claim Form	10 Pages	☐
Terms of reference	16 Pages	☐
Annexure A (Pricing schedule)	01 Page	☐

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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 count 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 pubic sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and

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

28. **Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

……………………………………………………………………………………………

……………………………………………………………………………………………

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

YES / NO

2.3.1 If so, furnish particulars:

……………………………………………………………………………………………

……………………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

....	....
Signature	Date
....	....
Position	Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

____

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

Held at ______________________________________ *(place)*

on ______________________________________ *(date)*

RESOLVED that:

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

   ____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: ____

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

   and who will sign as follows: ______________________________

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

	Name	Capacity	Signature
1			
2			
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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".

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

____

____

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

Held at ______________________________ *(place)*

on ______________________________ *(date)*

RESOLVED that:

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

   ____

   ____

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

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

   ____

   ____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: ____

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

   and who will sign as follows: ______________________________

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: ______________________________

   ____

   ____

   ______________________ (code)

Postal Address: ______________________

____

____

______________________ (code)

Telephone number: ______________________

Fax number: ______________________

	Name	Capacity	Signature
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15			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. ______________________________
____
2. ______________________________
____
3. ______________________________
____
4. ______________________________
____
5. ______________________________
____
6. ______________________________
____
7. ______________________________
____
8. ______________________________
____

Held at ______________________________ *(place)*

on ______________________________ *(date)*

RESOLVED that:

RESOLVED that:

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

____

____

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: ____

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

and who will sign as follows: ______________________________

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

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

____

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

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

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

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

Physical address: ______________________________

____

____

______________________________ (Postal code)__________

Postal Address: ______________________________

____

____

______________________________(Postal code)__________

Telephone number: ______________________________

Fax number: ______________________________

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

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

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 **Breakdown Allocation of Specific Goals Points**

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

			• Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder.

			Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • 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	• 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • 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	• 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

			• Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
OR 5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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).

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ....

DATE: ....

ADDRESS: ....

....

....

....

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

EXPANDED PUBLIC WORKS PROGRAMME

TERMS OF REFERENCE:

MID-TERM REVIEW (MTR) OF

THE EXPANDED PUBLIC WORKS PROGRAMME PHASE V.

Table of Contents

1. Introduction and Background

The Expanded Public Works Programme (EPWP) Phase V is a critical, nationwide strategic initiative of the Government of South Africa, explicitly mandated to provide immediate work opportunities, socio-economic relief, and income support to poor and unemployed citizens. Formally approved by the Cabinet on February 21, 2024, Phase V operates on a five-year implementation cycle commencing April 1, 2024, and concluding March 31, 2029.

Building upon the institutional memory, successes, and structural lessons of preceding phases, Phase V is positioned as a primary macroeconomic vehicle for cushioning structural unemployment and driving targeted poverty alleviation across all spheres of government.

The core objective of EPWP Phase V, as ratified by the Cabinet, is defined as follows:

"To provide work opportunities and income support to poor and unemployed people through the labour-intensive delivery of public and community assets and services, thereby contributing to development."

This objective establishes a clear tripartite operational mandate focused on three key outputs:

- Employment Creation: The rapid generation of short-to-medium-term labor-intensive work opportunities.
- Income Support: Direct financial injection to vulnerable households to alleviate immediate poverty.
- Asset and Service Delivery: The high-quality creation, rehabilitation, and maintenance of public and community infrastructure and services.

The consistent delivery of these outputs is designed to catalyse broader developmental impacts. By injecting income directly into marginalised communities, enhancing participant capabilities, and establishing functional public assets, the programme aims to stimulate local economic development and secure sustainable household livelihoods.

To realise its macroeconomic objectives, Phase V introduced fundamental structural shifts away from historical phases, anchored on four key strategic pillars:

- **Programme Massification:** The programme has set an ambitious target of creating 5 million work opportunities over its five-year tenure. This requires "massification" the aggressive scaling up of existing projects to absorb a broader demographic of the unemployed, with a pronounced emphasis on youth development.

- **Improved Coordination:** To overcome complex institutional and resource challenges, EPWP Phase V is introduced structural reforms to optimise coordination, efficiency, and service delivery. Key interventions include shifting to a standardised programmatic approach to better monitor implementation and identify massification opportunities, resuscitating the Inter-Ministerial Committee (PEP-IMC) to unlock political support, and onboarding non-participating departments..

- **Effective and Fair Recruitment to reach EPWP target groups:** To safeguard equity and eliminate vulnerability to manipulation, Phase V mandates the institutionalisation of robust, objective recruitment systems. The programme increasingly integrates with standardised national platforms, including:

  - The Department of Employment and Labour's Employment Services of South Africa (ESSA) system;
  - Municipal Indigent Registers; and
  - The SA Youth Mobi platform.

These platforms utilise audited geographic, socioeconomic, and skills-based criteria to impartially match vulnerable candidates with localized work opportunities.

- **Capacitation and Sustainable Exit Strategies:** Phase V prioritizes the post-programme trajectory of participants. Through structured technical training, enterprise development, and formalized partnerships with external stakeholders including the private sector the programme aims to establish viable "exit pathways" that transition participants from temporary public relief into sustainable livelihoods or formal, permanent employment.

The overarching national coordination, performance monitoring, and strategic evaluation of the EPWP is vested within the EPWP Branch of the Department of Public Works and Infrastructure (DPWI). Operationally, the programme is segmented into four distinct sectors, coordinated by designated lead national line departments:

The DPWI also coordinates the Infrastructure sector. The Environmental and Social sectors is coordinated by the Department of Forestry, Fisheries and Environment (DFFE) and the Department of Social Development (DSD) respectively. The Non-state sector is being led by the DPWI and is implemented through the Implementing Agent which is currently the Independent Development Trust (IDT) and the Department of Cooperative Governance and Traditional Affairs (COGTA) which implements the Community Work Programme (CWP).

To enforce compliance across these sectors, deliberate core principles and eligibility criteria have been institutionalised. These criteria rigidly guide all implementing public bodies and sectors on the suitability of projects, ensuring compliance with labor-intensive standards and safeguarding the core ethos of the EPWP.

As of March 2026, EPWP Phase V has reached its critical chronological midpoint (marking 24 months of the 60-month cycle). To ensure the programme maintains its strategic focus and protects its distinct position, there is an urgent institutional requirement to conduct a comprehensive Mid-Term Review (MTR).

The MTR serves as the primary formative evaluation mechanism to assess implementation fidelity, track performance trajectory against the 5-million target, and diagnose systemic execution challenges.

Consequently, this study is commissioned to determine the extent to which the programme is effectively meeting its core mandates of generating work opportunities, distributing income support, and delivering community assets under labor-intensive frameworks.

The evaluation will strictly cover the implementation period from April 1, 2024, to March 31, 2026. The findings, lessons learned, and evidence-based recommendations generated by this MTR will be utilised directly by executive leadership to shape policy adjustments, refine operational models for the remaining duration of Phase V, and strategically inform the conceptualization of public employment policy beyond 2029.

2. Purpose of the Mid-Term Review

The primary purpose is to provide a systematic and objective assessment of progress halfway through the programme's cycle aligned with the EPWP Phase V Business Plan.

3. Objectives of the Mid-Term Review

The review must address the following specific objectives:

a) To measure progress against the massification target of 5 million work opportunities, including the specific contribution of designated groups and sector plans.
b) To validate the integrity of data within the EPWP Reporting System to provide a credible evidence base for the Mid-Term Review findings, while ensuring the long-term reliability of programme reporting for Phase V accountability.
c) To evaluate the implementation performance against the EPWP core principles: minimum and maximum wages, employment conditions, fair and clear worker selection criteria, provision of public goods, and labour-intensity benchmarks.
d) To assess the impact of job creation, wage transfer assets and services created on households and local economies.
e) To investigate the effectiveness of current "exit strategies," specifically looking at training and enterprise development.
f) To evaluate the effectiveness of institutional arrangements and coordination strategies across the four sectors (Infrastructure, Social, Environment and Culture, and Non-State) and between different spheres of government.
g) To formulate policy recommendations for strategic re-alignment.

4. Scope of Work

The scope of the Mid-Term Review will cover all activities undertaken in the Phase V business plan and the Monitoring and Evaluation framework of the Programme. It is expected that the review will compare planned outputs/outcomes of the Programme to actual outputs/outcomes and assess the actual results to determine their contribution to the attainment of the programme objectives.

The MTR will extract lessons learned, diagnose and analyse issues and formulate a concrete and viable set of recommendations.

The service provider will be expected to conduct:

a) Literature Review: A study of other programmes internationally from which lessons for the EPWP could be drawn.
b) Document Review (EPWP documents including analysis of previous evaluation studies) and Data Analysis from EPWP performance data:
    - EPWP Phase V Business Plan
    - Sector Business Plans
    - Monitoring and Evaluation Framework
    - Training framework
    - Enterprise Development Framework

- EPWP Recruitment Guidelines
- EPWP Incentive Grant Manuals
- EPWP Wage Subsidy Framework
- EPWP Marketing Strategy
- EPWP Quarterly Performance reports
- EPWP Previous Evaluation Reports

c) Conduct face to face interviews with all relevant stakeholders across all spheres of government (Political Principals, Coordination Managers, Project Implementers, Participants and Community Members). Only face to face interviews will be accepted.
d) Conduct Sector-Specific Assessments.
e) Compliance with EPWP Policies, Guidelines and Frameworks Assessment.

5. Methodology

The service provider must implement a robust, scientific research design that integrates quantitative accuracy with qualitative depth. The methodology must be structured to provide a "360-degree" view of the programme's performance. The review will be grounded in a Theory-Based Approach. Rather than just measuring outputs, the evaluator must reconstruct and test the Theory of Change (ToC) for EPWP Phase V.

The proposed approach must demonstrate the following:

a) Evidence-Based Framework
b) Rigorous Impact Attribution
c) Integrated Mixed-Methods Design
d) Assessment of Compliance with the policies, guidelines and frameworks model

6. Required Expertise

To ensure a scientifically rigorous and high-impact MTR for EPWP Phase V, the service provider must field a multidisciplinary team with advanced qualifications and practical experience in the public employment landscape.

The required expertise for the evaluation team is elaborated on below:

a) Public Policy and Social Scientist Specialist (Team Leader)

- A PhD in Public Policy, Development Studies, or Social Sciences.
- Minimum of 10 years post qualification experience in leading large-scale evaluations.

b) Econometrician / Statistical Data Analyst

- Master's degree in Economics, Statistics, or Econometrics.
- Minimum 5 years post Maters degree qualification research experience.

c) Labour Market and Skills Development Specialist

- Master's degree in Labour Economics, Human Resource Development, or related.
- Minimum 5 years extensive post Master's qualification experience in analysing the South African labour market, SETAs, and vocational training frameworks.

d) Social Researcher / Qualitative Specialist/ Monitoring & Evaluation (M&E) Expert

- Master's degree in Social Sciences, M&E or Related.
- Minimum 5 years post Master's qualification experience in conducting Focus Group Discussions (FGDs) and semi-structured interviews in multiple South African languages.

e) Engineering Expert

- Degree in Civil Engineering (Registered).
- Minimum 5 years' post registration experience.

The service provider must demonstrate access to technical expertise across the four EPWP sectors. Service provider should outline how they will utilise specialists to conduct deep-dive technical audits of projects to ensure that findings are grounded in the unique operational realities of the Infrastructure, Social, Environment, and Non-State sectors.

7. Timeline

The MTR will take a period of 9 months. The assignment will commence immediately after appointment.

- Discussion and finalisation of the inception report: 2 weeks after appointment.
- A draft report to be submitted seven months after the finalisation of the inception report. The draft report should cover the work undertaken with preliminary findings and recommendations.
- A workshop will be held with the key stakeholders two weeks after draft report is submitted to review the draft report.
- A detailed Final Report submitted a month after the draft report is presented and discussed.

8. Contracting Details

The Service Provider will be contracted by DPWI to undertake the assignment. This will be based on the proposal. The Service Provider shall be accountable to DPWI and the Evaluation Steering Committee (ESC) in terms of fulfilling the actions set out in the proposal.

Payments will be made in terms of tranches and milestones as follows:

- Inception Report = 30%
- Draft Report = 30%
- Final Report = 40%

Payment of each invoice will be subject to all core members being available through-out the project implementation.

9. Functionality Criteria

The minimum functionality score to qualify for further evaluation is 80 points of 100. The following criteria will be applied in the review of the tenders:

Functionality criteria:	**Weighting factor:**
1. Company Experience Previous experience based on number of projects of similar nature successfully completed over the period of not less than 10 years in research and evaluation studies. (Bidders must attach signed Reference Letters indicating project description, project value, time frame and contact details). Successful completion of 5 projects or more = 5 points Successful completion of 4 projects = 4 points Successful completion of 3 projects = 3 points Successful completion of 3 projects = 2 points Successful completion of 1 project = 1 point Successful completion of less than 1 project = 0 points	10

2. Quality of the Proposal The technical quality of the proposal will be assessed using the following criteria: I. Research methodology (Mandatory) • Design of the study • Sampling methodology • Data analysis II. Understanding of the Scope • Identify the study needs by explaining what must be done and why. • Realistic timelines, milestones, and resource allocation. • Identify possible challenges, limitations and solutions. If proposal is addresses all six (6) sub components of understanding the scope and research methodology = 5 If proposal addresses the mandatory research methodology sub components plus 2 understanding of the scope sub components = 3 If proposal addresses the mandatory research methodology sub components plus 1 understanding of the scope sub component = 1 If proposal addresses three (3) or less sub components= 0	20
3. Design and Implementation Evaluation Implementation Feasibility and Evaluation Approach • Evidence-Based Framework • Impact Attribution • Assessment of compliance with Phase V implementation strategy. • Milestones If proposal covers all of the above = 5 If proposal covers 3 of the above = 3 If proposal covers 2 of the above =1 If proposal covers 1 = 0	30

4. Team Leader Qualification and Experience Team Leader must possess a PhD degree qualification in Public Policy, Developmental Studies/Social or economic sciences or other closely related field (Bidders must submit certified copies of their qualifications and SAQA accreditation for foreign qualifications). Team Leader must possess a minimum of ten (10) years' post qualification working experience in leading large-scale evaluations of government programmes (Bidders must attach their CVs detailing their work experience). PhD degree plus 15 years' experience and above = 5 points PhD degree plus 11 - 14 years' experience = 3 points PhD degree plus 10 years' experience = 1 point Any qualification below a PhD degree and less than 10 years' experience = 0 points	15
5.Team Members Qualifications Team Members' must possess a minimum Masters qualification in the following areas: Social Sciences, Monitoring and Evaluation, Statistics/Econometrics, Labour Economics, Human Resource Development or any related qualification, Civil Engineering. (Bidders must attach recently certified (not more than 6 months old) copies of educational qualifications of the Team Members). The core team should comprise all specified areas of specialization. If a member has 2 of the required qualifications, they will be scored once. a) Masters in Statistics /Econometrics or any relevant qualification b) Masters in Social Sciences /M&E or any relevant qualification c) Masters in Labour Economics/Human Resource Development or any relevant qualification d) Degree in Civil Engineering (with Registration) If team members possess all of the above = 5 points If team members possess any 3 of the above = 3 points If team members possess any 2 of the above = 1 Any 1 or below of the above = 0 points.	10

6. Team Member(s) Experience A team comprises of all 4 core team Member(s). Each team member must possess a minimum of five (5) years' work experience (post highest qualification) in conducting evaluation and research related projects. (Bidders must attach detailed CV's of the Team Member(s) and proof of qualifications. Each member will be scored individually on a scale of 0-5. And the average score will be taken to the scoring sheet. If team members possess an average 7 years and above experience = 5 points If team members possess an average of 6-7 years' experience = 3 points If team members possess an average of 5 years' experience = 1 points If team members possess an average of less than 5 years' experience = 0 points	15
Total	**100 Points**

10. Reporting

The service provider is expected to prepare a consolidated Work Plan that will operationalise and direct the evaluation. The Work Plan will describe how the evaluation is to be carried out and provide a clear research methodology and research tools.

The consolidated draft work plan will address the following elements:

- Specific set of issues and questions to be addressed by the major programme component;
- Relevant documentation which will be reviewed;
- Indicators and data to be used to address program/project issues;
- Review framework, methodology, sample design and selection;
- Data collection tools;
- Proposed list of stakeholders to be interviewed;
- Work schedule in Gantt chart format; and an outline for the Evaluation Report.

11. Evaluation Work Plan

A final evaluation work plan will incorporate comments on the draft work plan and will be submitted for approval within two weeks of receiving comments from the Evaluation Steering Committee.

The appointed service provider will be expected to provide the department with two written interim reports on intervals to be determined in the work plan. A final summary report of preliminary findings and conclusions will be presented to a workshop that will be organised by DPWI to be attended by the management of EPWP and a Steering Committee to provide comments on the methodology and the reports by the service provider.

12. Expected Deliverables

- Inception Report which is a detailed work plan and evaluation framework.
- Draft Review Report which includes preliminary findings and emerging lessons learned.
- Final Mid-Term Review Report which details a comprehensive report including a performance dashboard and actionable recommendations for the 2027–2029 period.
- Presentation of the report to all stakeholders.
- Power-point Presentation of the MTR Report.

ANNEXURES: REPORTED NUMBER OF PROJECTS AND WORK OPPORTUNITIES FOR 2 FINANCIAL YEAR OF PHASE 5 IMPLEMENTATION

2024/25 PERFORMANCE PER PROVINCE PER SECTOR

	Environment and Culture Sector		Infrastructure Sector		Non-State Sector Community Work Programme		Non-State Sector Non Profit Organisations		Social Sector		Total # Projects	Total Sum of Work Opportunities (year)
Row Labels	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)		
EC	418	25,202	988	60,615	33	30,050	62	8,014	446	30,711	1,947	154,592
FS	179	13,816	249	10,732	19	15,145	14	4,790	72	7,957	533	52,440
GP	353	32,017	469	29,896	18	15,173	40	4,997	503	37,745	1,383	119,828
KN	516	41,081	1,083	90,827	44	30,666	129	10,350	284	39,827	2,056	212,751
LP	323	23,540	890	29,434	22	19,896	69	7,290	344	22,804	1,648	102,964
MP	325	14,664	1,121	18,146	18	18,681	46	5,028	1,332	14,486	2,842	71,005
NAT	25	4,352									25	4,352
NC	152	7,242	433	14,225	26	11,958	15	4,882	95	5,656	721	43,963
NW	203	14,569	269	17,260	18	13,547	44	5,208	188	11,624	722	62,208
WC	767	42,918	715	19,312	27	7,356	31	5,532	794	24,497	2,334	99,615
Grand Total	**3261**	**219,401**	**6,217**	**290,447**	**225**	**162,472**	**450**	**56,091**	**4,058**	**195,307**	**14,211**	**923,718**

2024/25 PERFORMANCE PER SPHERE PER SECTOR

	Environment and Culture Sector		Infrastructure Sector		Non-State Sector Community Work Programme		Non-State Sector Non Profit Organisations		Social Sector		Total # Projects	Total Sum of Work Opportunities (year)
Row Labels	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)		
Municipal	1,755	105,299	3,392	107,392					1,496	57,039	6,643	269,730
National	935	79,108	142	2,582	225	162,472	450	56,091	6	35	1,758	300,288
Provincial	571	34,994	2,683	180,473					2,556	138,233	5,810	353,700
Grand Total	**3,261**	**219,401**	**6,217**	**290,447**	**225**	**162,472**	**450**	**56,091**	**4,058**	**195,307**	**14,211**	**923,718**

2025/26 PERFORMANCE PER PROVINCE PER SECTOR

	Environment and Culture Sector		Infrastructure Sector		Non-State Sector Community Work Programme		Non-State Sector Non Profit Organisations		Social Sector		Total Count of Project Id	Total Sum of Work Opportunities (year)
Row Labels	Count of Project Id	Sum of Work Opportunities (year)	Count of Project Id	Sum of Work Opportunities (year)	Count of Project Id	Sum of Work Opportunities (year)	Count of Project Id	Sum of Work Opportunities (year)	Count of Project Id	Sum of Work Opportunities (year)		
EC	469	21,319	1,085	65,498	33	33,481	44	7,456	504	45,420	2,135	173,174
FS	201	11,750	263	8,938	19	18,445	14	2,736	82	9,173	579	51,042
GP	380	29,534	659	29,901	24	16,986	40	3,830	482	38,419	1,585	118,670
KN	477	30,426	1,097	88,742	44	35,792	128	11,730	305	32,162	2,051	198,852
LP	341	19,136	892	30,357	22	22,075	69	5,978	420	29,427	1,744	106,973
MP	296	10,725	1,105	16,565	18	21,459	46	3,940	1,286	11,507	2,751	64,196
NAT	32	5,629									32	5,629
NC	185	5,888	512	16,973	26	13,991	14	3,135	131	5,704	868	45,691
NW	203	10,286	340	18,367	18	16,253	44	4,081	188	11,459	793	60,446
WC	720	40,646	699	19,027	27	10,765	29	4,938	792	24,776	2,267	100,152
Total	**3,304**	**185,339**	**6,652**	**294,368**	**231**	**189,247**	**428**	**47,824**	**4,190**	**208,047**	**14,805**	**924,825**

2025/26 PERFORMANCE PER SPHERE OF GOVERNMENT PER SECTOR

	Environment and Culture Sector		Infrastructure Sector		Non-State Sector Community Work Programme		Non-State Sector Non Profit Organisations		Social Sector		Total # Projects	Total Sum of Work Opportunities (year)
Row Labels	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)	# Projects	Sum of Work Opportunities (year)		
Municipal	1,716	103,211	3,593	102,281					1,544	56,142	6,853	261,634
National	1,033	47,670	266	9,895	231	189,247	428	47,824	42	243	2,000	294,879
Provincial	555	34,458	2,793	182,192					2,604	151,662	5,952	368,312
Grand Total	**3,304**	**185,339**	**6,652**	**294,368**	**231**	**189,247**	**428**	**47,824**	**4,190**	**208,047**	**14,805**	**924,825**

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Project	**Expanded Public Works Programme Phase 5 Mid-Term Review**

You are hereby kindly invited to quote on the following:

PRICING SCHEDULE (ANNEXURE A)

Item	Activity	Total
Pre-Implementation	Inception Report	
Implementation	Research mapping	
	Conduct content analysis and desk reviews	
	Development of research tools	
	Field work interviews with stakeholders across all provinces	
	Key informant interviews	
Post Implementation	Data Capturing	
	Data collation and cleaning	
	Data Analysis	
	First draft Report	
	Final Report	
Disseminating the report	Report Editing, Layout and design	
subtotal		
Vat (15%)		
Total		
GRAND PRICE TO BE CARRIED OVER TO PA 32 FORM		