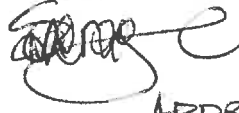


28.09.2022

APPROVED



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER HP22/004GS

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

**ENHANCEMENT, MAINTENANCE AND SUPPORT OF
THE EPWP REPORTING SYSTEM FOR A PERIOD OF
36 MONTHS.**

CONTENTS OF BID DOCUMENT

| | | | |
|------------------------|---|------------------------|------------|
| Project title: | ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE EPWP REPORTING SYSTEM FOR A PERIOD OF 36 MONTHS. | | |
| Project Leader: | Ms. Ruth Ramoroko | Bid / Quote no: | HP22/004GS |

SECTIONS IN THE BID DOCUMENT

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

| Bid Document Name: | Number of Pages: |
|---|-------------------------|
| Cover page | 1 Page |
| Content page | 1 Page |
| Map of closing address | 1 Page |
| PA-32 Invitation to Bid | 3 Pages |
| PA-04(GS): Notice and invitation to tender | 4 Pages |
| PA-09 (GS): List of returnable documents | 1 Page |
| PA-10: General Conditions of contract (GCC) | 10 Pages |
| PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices | 5 Pages |
| PA-15.1: Resolution of Board of Directors | 2 Page |
| PA-15.2: Resolution of Board of Directors to enter into consortia or Joint Ventures | 2 Pages |
| PA-15.3: Special Resolution of Consortia or Joint Venture | 3 Pages |
| PA-16: Preference certificate | 6 Pages |
| PA-40: Declaration of designated groups for preferential procurement | 2 Pages |
| Terms Of Reference_EPWP_Reporting | 10 Pages |
| Annexure A – Pricing Structure | 1 Page |
| Annexure B – Bidding Company's Experience | 1 Page |

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

PLEASE TAKE NOTE

BID NUMBER: **HP22/004GS**

CLOSING TIME: **11:00 SHARP**

CLOSING DATE: **25 OCTOBER 2022**

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

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

BID DOCUMENTS MAY BE POSTED TO

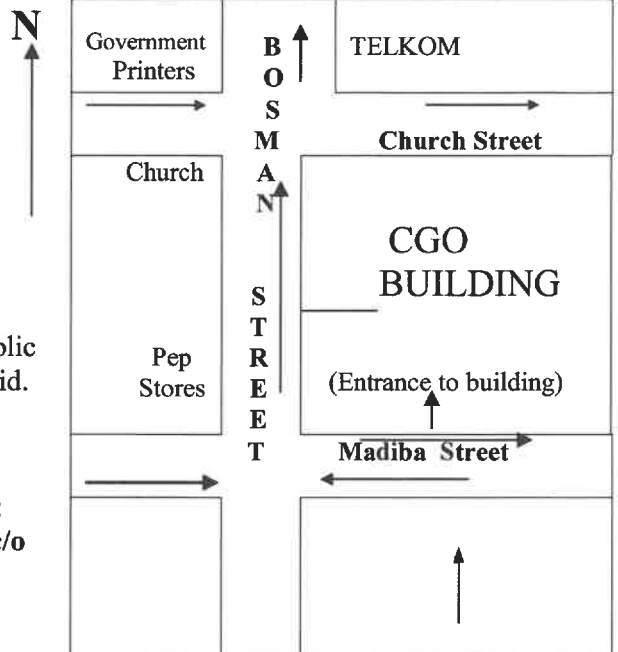
DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001

ATTENTION: TENDER SECTION:
Central Government office: Room 121

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

OR

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



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

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

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

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

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

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

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

PA 32: INVITATION TO BID PART A

| | | | | | |
|--|--|---|--------------------|--|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | HP22/004GS | CLOSING DATE: | 25 OCTOBER 2022 | CLOSING TIME: | 11:00AM |
| DESCRIPTION | ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE EPWP REPORTING SYSTEM FOR A PERIOD OF 36 MONTHS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Department of Public works: CGO Building: Bosman and Madiba ST | | | | | |
| Pretoria Central: Reception area | | | | | |
| OR POSTED TO: | | | | | |
| Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65: | | | | | |
| Pretoria Central:0001 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | | CODE | | NUMBER | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | | CODE | | NUMBER | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | | TCS PIN: | | OR | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX) | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | | <input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | | <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | | <input type="checkbox"/> A REGISTERED AUDITOR DETAILS: NAME: | | | |
| | | REGISTRATION NUMBER: | | | |
| | | BUSINESS ADDRESS: | | | |

PA-32: Invitation to Bid

| | |
|--|------------------------|
| | TELEPHONE NUMBER:..... |
| | E-MAIL ADDRESS:..... |

| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | |
|---|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
| SIGNATURE OF BIDDER | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |

| | | | |
|--|--|------------------|--------------------------|
| TOTAL NUMBER OF ITEMS OFFERED | TOTAL BID PRICE ('ALL APPLICABLE TAXES) | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT/ PUBLIC ENTITY | Public Works and Infrst. | CONTACT PERSON | Ruth Ramoroko |
| CONTACT PERSON | Kagelelo Segole | TELEPHONE NUMBER | 012 406 1736 |
| TELEPHONE NUMBER | 012 406 1362 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | Ruth.Ramoroko@dpw.gov.za |
| E-MAIL ADDRESS | Kagelelo.Segole@dpw.gov.za | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

Note Well:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE EPWP REPORTING SYSTEM FOR A PERIOD OF 36 MONTHS.

| | | | |
|--------------------------|--|-------------------------|-----------------|
| Project title: | ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE EPWP REPORTING SYSTEM FOR A PERIOD OF 36 MONTHS. | | |
| Bid no: | HP22/004GS | | |
| Advertising date: | 28 September 2022 | Closing date: | 25 October 2022 |
| Closing time: | 11:00am | Validity period: | 60 days |

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

| | | |
|-----|-------------------------------------|--|
| 1. | <input checked="" type="checkbox"/> | Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink. |
| 2. | <input type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents. |
| 3. | <input type="checkbox"/> | Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017. |
| 4. | <input type="checkbox"/> | Compliance to Local Production and Content requirements as per PA36 and Annexure C |
| 5. | <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database (CSD) |
| 6. | <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement |
| 7. | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited |
| 8. | <input type="checkbox"/> | |
| 9. | <input type="checkbox"/> | |
| 10. | <input type="checkbox"/> | |
| 11. | <input type="checkbox"/> | |

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

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices. |
| 4 | <input type="checkbox"/> | Submission of (PA-29): Certificate of Independent Bid Determination. |
| 5 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 6 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 7 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 8 | <input checked="" type="checkbox"/> | Submission of Completed Annexure A: Pricing Schedule |
| 9 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference point claim form in terms of the Preferential Procurement Regulations 2017 |
| 10 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 11 | <input type="checkbox"/> | Specify other responsiveness criteria |

| | | |
|----|--------------------------|--|
| 12 | <input type="checkbox"/> | Specify other responsiveness criteria |
|----|--------------------------|--|

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

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

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

| | | |
|---|--|--|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system | <input type="checkbox"/> 90/10 Preference points scoring system | <input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system |
|---|--|--|

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

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

| | |
|---|----|
| Minimum functionality score to qualify for further evaluation: | 65 |
|---|----|

| Functionality criteria: | Weighting factor: |
|---|-------------------|
| <p>1. Detailed maintenance and support proposal must cover the following areas:</p> <p>a) Clear understanding of the project scope explaining how the project will be implemented and resourced. Identify possible challenges, limitations and solutions.</p> <p>b) A clear detailed plan on how to provide second level call centre support.</p> <p>c) Clear detailed plan to ensure maximum system performance and improved system usability</p> <p>If proposal covers the above areas: 3 areas = 5 points 2 areas = 3 points 1 areas = 1 point 0 areas = 0 point</p> | 20 |

| | |
|--|----|
| <p>2. Bidder's experience</p> <p>Bidder must have a minimum of 60 months of experience in system development and support. Provide signed reference letters with contact details (reference for work done in the past 15 years. See annexure B).</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 -83 months experience = 3 points • 61 months to 71 experience = 2 points • 60 months experience =1 point • Less than 60 months experience = 0 point • No signed reference letters =0 point | 15 |
| <p>3. Resource: Database Administrator</p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 -83 months experience = 3 points • 61 months to 71 experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point • No CV provided / No minimum qualification/No signed letters of acknowledgement =0 point | 15 |
| <p>4. Resource: Developer</p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 -83 months experience = 3 points • 61 months to 71 experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point • No CV provided / No minimum qualification/No signed letters of acknowledgement =0 point | 15 |

| | |
|--|-------------------|
| <p>5. Resource: Helpdesk Technical Support Agents X2</p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 -83 months experience = 3 points • 61 months to 71 experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point • No CV provided / No minimum qualification/No signed letters of acknowledgement =0 point <p>The total score will be the average of the two resources.</p> | 10 |
| <p>6. Mandatory interview</p> <p>Bidders will be required to respond to 5 predefined questions based on the knowledge and understanding of project requirements. The question will be based on EPWP business requirements (criteria number 1) and technical specifications.</p> <p>NB: Only one director per company will be allowed to the interview</p> <p>Bidders who answers are:</p> <ul style="list-style-type: none"> • Appropriately correct to 5 questions = 5 points • Appropriately correct to 4 questions = 4 points • Appropriately correct to 3 questions = 3 points • Appropriately correct to 2 questions = 2 points • Appropriately correct to 1 question = 1 point • Appropriately correct to 0 question = 0 point • Absence of interview = 0 point | 25 |
| | |
| Total | 100 Points |

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

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 Department of Public Works and Infrastructure, CGO Building, Madiba Street, 0001. A non-refundable bid deposit of R 300.00 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 Virtualy on 13 October 2022, Thursday starting at 11:00am. Venue

BIDDERS WHO ARE INTERESTED TO ATTEND THE BRIEFING SESSION MUST SEND THEIR EMAIL ADDRESSES TO THE PROJECT MANAGER: Ruth.Ramoroko@dpw.gov.za IN ADVANCE IN ORDER TO RECEIVE THE MEETING LINK ON THE DAY OF THE MEETING.

. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

| | | | |
|----------------------------|--|----------------------|--------------|
| DPW Project Leader: | Ruth Ramoroko | Telephone no: | 012 406 1736 |
| Cell no: | 063 684 5496 | Fax no: | n/a |
| E-mail: | Ruth.Ramoroko@dpw.gov.za | | |

DEPOSIT / RETURN OF BID DOCUMENTS:

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

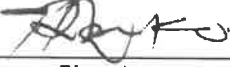
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

| | | |
|---|----|---|
| <p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 121 Tender Box at the Reception Area</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</p> | OR | <p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Department of Public Works Central Government Offices Corner of Bosman & Madiba streets Room 121</p> |
|---|----|---|

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

COMPILED BY:

| | | | |
|------------------------|---|-----------------|------------|
| Ruth Ramoroko |  | Project Manager | 28.09.2022 |
| Name of Project Leader | Signature | Capacity | Date |

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

| | | | |
|-----------------|---|-----------------|------------|
| Project title: | ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE EPWP REPORTING SYSTEM FOR A PERIOD OF 36 MONTHS | | |
| Project Leader: | Ms. Ruth Ramoroko | Bid / Quote no: | HP22/004GS |

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

| Bid Document Name: | Number of Pages: | Returnable document: |
|---|------------------|--------------------------|
| Bid form (PA-32) | 2 Pages | <input type="checkbox"/> |
| PA-04(GS): Notice and invitation to tender | 4 Pages | <input type="checkbox"/> |
| PA-09(GS): List of returnable documents | 1 Page | <input type="checkbox"/> |
| PA-10: General Conditions of contract (GCC) | 10 Pages | <input type="checkbox"/> |
| PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices | 5 Pages | <input type="checkbox"/> |
| PA-15.1: Resolution of Board of Directors | 2 Pages | <input type="checkbox"/> |
| PA-15.2: Resolution of Board of Directors to enter into consortia or Joint Ventures | 3 Pages | <input type="checkbox"/> |
| PA-15.3: Special Resolution of Consortia or Joint Ventures | 3 Pages | <input type="checkbox"/> |
| PA-16: Preference Points Claim Form | 6 Pages | <input type="checkbox"/> |
| PA-29: Certification of Independent Bid Determination | 4 Pages | <input type="checkbox"/> |
| PA-40: Declaration of designated groups for preferential procurement | 2 Pages | <input type="checkbox"/> |
| Terms of Reference | 8 Pages | <input type="checkbox"/> |
| Annexure A - Pricing Schedule | 1 Page | <input type="checkbox"/> |
| Annexure B: Bidding Company Experience | 1 Page | <input type="checkbox"/> |
| | | |
| | | |
| | | |
| | | |
| | | |

| | | |
|----------------|-----------|------|
| | | |
| 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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



- 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:

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.



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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
i) The name and address of the supplier and/or person restricted by the purchaser;
ii) The date of commencement of the restriction
iii) The period of the restriction; and
iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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



29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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(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 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |



| | | | |
|----|--|--|--|
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

- * Delete which is not applicable*
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
- 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

Blank area for ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



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

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

Note:

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

| | POINTS |
|--|------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

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

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

| | | |
|-------------------------------|------------------|-------------|
| | | |
| Name of representative | Signature | Date |



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TERMS OF REFERENCE (TOR):

ENHANCEMENT, MAINTENANCE AND

SUPPORT OF THE EPWP REPORTING

SYSTEM FOR A PERIOD OF 36 MONTHS.

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1. INTRODUCTION

The EPWP is a nationwide government-led initiative implemented at all spheres of government and by state-owned enterprises. The programme aims to draw a significant number of unemployed South Africans into productive work in a manner that it will enable them to gain skill and increase their capacity to earn income.

The EPWP is implemented across four sectors, namely: – Infrastructure, Non-State, Environment & Culture, and Social sectors. One of the prescripts of the EPWP is to use labour-intensive methods which allow the drawing of a significant number of participants into the Programme to do the work.

The Department of Public Works & Infrastructure (DPWI) is mandated by Cabinet to coordinate the Expanded Public Works Programme (EPWP). As the coordinator, DPWI is responsible for monitoring progress in the implementation of the EPWP and evaluate the impact on employment, poverty and service delivery. Monitoring and evaluation of the EPWP is an important element in the implementation of the programme. In discharging its mandate, the DPWI has developed a web-based reporting system to facilitate the process of collating EPWP performance information from implementing public bodies and report real-time data to stakeholders. Data collected through this system forms the foundation for overarching EPWP performance reporting.

The system has a significant number of users and requires intensive day to day user support and maintenance.

2. PROJECT OBJECTIVES

The project objective is to:-

- Enable ongoing activities of EPWP system support and maintenance, which covers a wide variety of activities, including enhancing of the system based on business changes and improving performance of the system, providing documentation, backup and disaster recovery and providing a top-class user support.
- Ensure that the system is available 24/7 to provide reporting capability to the EPWP.

3. CURRENT SYSTEM FUNCTIONALITY

Current system capability

3.1. System functionality

The system enables the capturing of:

- a) Project details (i.e. budget, expenditure, location and funder) of projects through which EPWP is implemented;
- b) Project outputs, i.e. assets created and services provided for the communities where the projects are implemented;
- c) The details of EPWP workers (i.e. names, ID numbers, demographics and scanned images of ID documents, contracts, proof of payment, disability declaration forms, etc);
- d) The details of work opportunities created (i.e. the project through which the work opportunities were created, the particular project site, the duration of employment, daily wage, training days and training information);
- e) Training opportunities and outcomes.
- f) EPWP enterprise development interventions
- g) Geographic details of projects.
- h) Spatially capture the coordinates of the EPWP localities by utilising and embedded street map, OpenMapTiles interface.

The following capabilities are enabled:

- i) Offline data capturing
- ii) Linkages with the National Population Register of the Department of Home Affairs
- iii) User access management
- iv) Audit trail

3.2. Help desk

The EPWP Reporting System has an online chat capability that enable users to log calls on a real time basis.

3.3. Biometrics functionality

The system has biometric functionality which is used to authenticate user's onsite..

4. TECHNICAL SPECIFICATION

The current EPWP reporting system is built using the below technology

| APPLICATION | APPLICATION DESCRIPTION |
|-----------------------|--|
| Database | Couch DB version 3.2 , |
| Front-End Application | JavaScript , , Polymer, html |
| Back-end Application | Node JS version - 12.8; exist-DB xquery 3.3.1 |
| Reporting Application | Oracle database 11g , Pentaho, Mysql 5.7, Jaspersoft |
| Application server | Apache tomcat 7 |
| Operating System | Linux |
| GIS Application | OpenMapTiles |

5. SCOPE OF WORK

The successful bidder must perform system support with the objective of ensuring that the system is available 24/7 to provide reporting capability to the EPWP. Support and maintenance of the system includes:

- a) Provide call centre unit for second level support;
- b) Reviewing and addressing any data quality issues that might affect the accuracy of the reporting system;
- c) Implement system enhancement (includes new reporting and system functionality requirements; and other system maintenance improvements);
- d) Interface with systems of other departments (inter-governmental).
- e) Provide assistance in the management of the servers
- f) Provide database management services of the EPWP reporting system;
- g) Rollout and test the biometrics and offline pilot components of the system
- h) Upgrading the underlying database solutions and tools to the latest versions where applicable;
- i) Provide backup and disaster recovery; and
- j) Provide support, maintenance and updating of the EPWP GIS dashboard that is integrated on the EPWP reporting system.
- k) Provide skills transfer and training to ICT resources.

6. TECHNICAL SKILL REQUIREMENTS

6.1. The successful bidder must demonstrate capacity to support up to +/-3000 users

- This must be in the following forms:
 - Telephonic
 - Remote desktop
 - In person onsite (when necessary)

6.2. The successful bidder must demonstrate capacity to maintain the system in terms of the following:

- System performance
- System usability
- System functionality

6.3. The successful bidder must demonstrate capacity to perform ongoing project management and support for the duration of the contract.

6.4. The successful bidder must demonstrate the technical knowledge as specified on the technical specification above (page 5).

7. EVALUATION CRITERIA

| No. | Functionality Criteria | Weight |
|-----|---|--------|
| 1. | <p><u>Quality of proposal</u></p> <p>Detailed maintenance and support proposal must cover the following areas:</p> <ul style="list-style-type: none"> a) Clear understanding of the project scope explaining how the project will be implemented and resourced. Identify possible challenges, limitations and solutions. b) A clear detailed plan on how to provide second level call centre support. c) Clear detailed plan to ensure maximum system performance and improved system usability <p>If proposal covers the above areas:</p> <ul style="list-style-type: none"> 3 areas = 5 points 2 areas = 3 points 1 areas = 1 point 0 areas = 0 point | 20 |
| 2. | <p><u>Bidder's experience</u></p> <p>Bidder must have a minimum of 60 months of experience in system development and support. Provide signed reference letters with contact details (reference for work done in the past 15 years. See annexure B).</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 to 83 months experience = 3 points • 61 to 71 months experience = 2 points • 60 months experience = 1 point • Less than 60 months experience = 0 point • No signed reference letters = 0 point | 15 |
| 3. | <p><u>Resource: Database Administrator</u></p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV</p> | 15 |

| | | |
|----|---|----|
| | <p>with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 to 83 months experience = 3 points • 61 to 71 months experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point • No CV provided / No minimum qualification/No signed letters of acknowledgement = 0 point | |
| 4. | <p><u>Resource: Developer</u></p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 to 83 months experience = 3 points • 61 to 71 months experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point • No CV provided / No minimum qualification/No signed letters of acknowledgement = 0 point | 15 |
| 5. | <p><u>Resource: Helpdesk Technical Support Agents X2</u></p> <p>The resource must have relevant skills and experience. The resource must provide a brief CV with relevant skills, experience and Minimum NQF level 6 in respect of this particular TOR. Attach CV accompanied by signed acknowledgement letters from candidates</p> <ul style="list-style-type: none"> • 96 months or more experience = 5 points • 84 to 95 months experience = 4 points • 72 to 83 months experience = 3 points • 61 to 71 months experience = 2 points • 60 months experience = 1 point • Less than 60 months = 0 point | 10 |

| | | |
|----|---|----|
| | <ul style="list-style-type: none"> No CV provided / No minimum qualification/No signed letters of acknowledgement = 0 point <p>The total score will be the average of the two resources.</p> | |
| 6. | <p>Mandatory interview</p> <p>Bidders will be required to respond to 5 predefined questions based on the knowledge and understanding of project requirements. The question will be based on EPWP business requirements (criteria number 1) and technical specifications.</p> <p>NB: Only one director per company will be allowed to the interview</p> <p>Bidders who answers are:</p> <ul style="list-style-type: none"> Appropriately correct to 5 questions = 5 points Appropriately correct to 4 questions = 4 points Appropriately correct to 3 questions = 3 points Appropriately correct to 2 questions = 2 points Appropriately correct to 1 question = 1 point Appropriately correct to 0 question = 0 point Absence of interview = 0 point | 25 |

- Bidders with a total score of 50 points or higher from criteria 1 to 5 (out of a possible 65) from the evaluation of proposals will qualify for mandatory interview.
- The second part of the functionality evaluation will include an interview with the bidders. The bidders must score 15 points or higher (out of a possible 25 points) during the interview.
- In order to be considered for further evaluation in terms of price and 80/20 preference point system, bidders must score at least 65 points in total for both the technical proposal evaluation and interview. The 65 points must be inclusive of the minimum 15 points that the bidder must score from the interview.

NB: A minimum of sixty five (65) points on the functionality must be achieved for further evaluation on price.

8. DURATION

The duration of the EPWP user support and maintenance will be for a period of 36 months from date of appointment.

9. PROJECT COSTING/ PRICING SCHEDULE

A compulsory pricing schedule has been attached for full completion by bidders.
(See attached Annexure A)

10. BRIEFING INFORMATION

A non-compulsory virtual briefing session will be held on the date and time stipulated in the bid document

11. TERMS AND CONDITIONS

- Successful bidder will enter into an SLA with the department.
- The company must provide individual resources according to the three specified categories (Data-Base Administrator, Developer and Help-Desk technical Support Agents).
- Provision of inaccurate information will result in termination of the contract.

12. CONTACTS

For any enquires:

| <u>Full Name</u> | <u>Role</u> | <u>Email</u> | <u>Tel Number</u> |
|--------------------|--------------------|---|-------------------|
| Ruth Ramoroko | Project Manager | <u>Ruth.Ramoroko@dpw.gov.za</u> | 0124061736 |
| Kagelelo Segole | SCM | <u>kagelelo.segole@dpw.gov.za</u> | 0124061362 |

.....End.....

Annexure A (Returnable Document)

PROJECT COSTING/ PRICING SCHEDULE

| Scope | Resource Requirements | Monthly Cost | 12 Months | Total Cost (36 Months) |
|---|-------------------------------------|--------------|-----------|------------------------|
| Provide call centre unit for second line support | Helpdesk Technical Support Agents 1 | | | |
| | Helpdesk Technical Support Agents 2 | | | |
| 1. Implementation of system enhancement (includes new reporting and functional requirement and other system improvements) 2. System infrastructure support and maintenance | Database Administrator | | | |
| | Developer | | | |
| Provide Skills transfer and training | | | | |
| | TOTAL | | | |
| | VAT at 15% | | | |
| | GRAND TOTAL | | | |

NOTE: THE GRAND TOTAL AMOUNT INCLUSIVE OF 15% VAT MUST BE TRANSFERRED TO THE PA-32 FORM

Annexure B. Bidding Company's Experience

(Bidders are requested to complete the below table, return the Annexure B and to provide supporting documentation)

| No | Project title (name) | Client information | | | | Project information | | | Reference letter (Yes/No) |
|----|----------------------|-----------------------|----------------|-------|-----------------------|----------------------------------|---------------------|--|---------------------------|
| | | Client's Company name | Contact person | Email | Telephone/ cell phone | Duration of the project (Months) | Project Description | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |