



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

NOTICE OF ERRATUM No.01: HP24/008GS

PROJECT DESCRIPTION : **ERRATUM** – ESTABLISHMENT OF A PANEL OF SOCIAL FACILITATION EXPERT ENTITIES.

1. This notice serves to make minor revisions on the initial bid document which was advertised on the **13 August 2024**.
2. Bidders are to take **notice** of the following changes that are made in this Erratum No.01 Bid Document:
 - ✚ **Functionality Criterion 03:** The requirement for team members to be registrable on the Built Environment Professional Councils **has been removed**.
 - ✚ The full list of required qualifications has been **aligned** across all Functionality Criteria.
 - ✚ The closing date of 10 September 2024 has been **EXTENDED** and the closing date reflected on the Erratum No.01 new Bid Document is **20 SEPTEMBER 2024** at 11:00 (SA Time).
3. All other information contained in the initial bid document, other than the changes reflected above, have not been amended.
4. **Bidders to ensure that they** submit the new Erratum No.1 Bid Documents as downloadable on the DPWI Website and National Treasury e-Tender Portal.
5. For your urgent attention.

ISSUED BY:

SCM: GOOD AND SERVICES
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

09 September 2024

Approved
09/09/2024



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: HP24/008GS

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

**ESTABLISHMENT OF A PANEL OF SOCIAL
FACILITATION EXPERT ENTITIES**

CONTENTS OF BID DOCUMENT

Project title:	ESTABLISHMENT OF A PANEL OF SOCIAL FACILITATION EXPERT ENTITIES		
Project Leader:	ANDRE DU PLESSIS	Bid / no:	HP24/008GS

SECTIONS IN BID DOCUMENT

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

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	8 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of Reference	20 Pages

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

PLEASE TAKE NOTE

BID NUMBER: HP24/008GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 20/09/2024

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

BID DOCUMENTS MAY BE POSTED TO

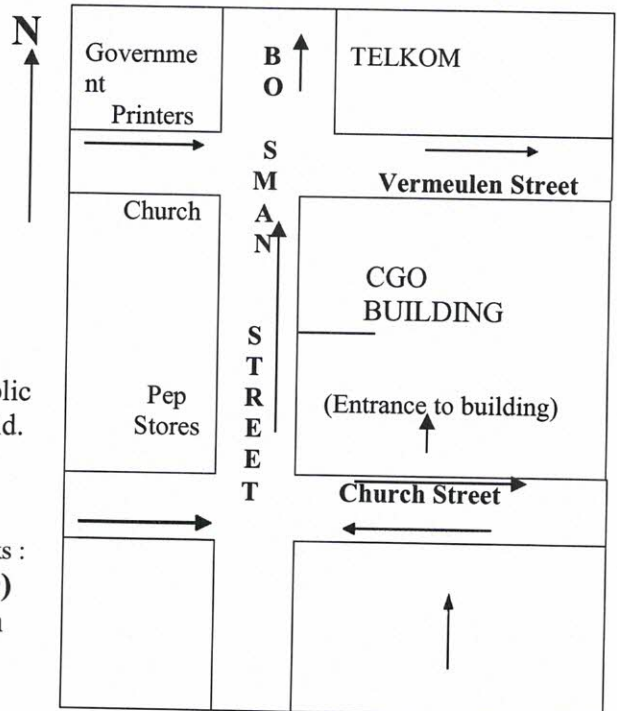
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

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

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

OR

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



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

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

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

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

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

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

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

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	HP24/008GS	CLOSING DATE:	20 September 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SOCIAL FACILITATION EXPERT ENTITIES.				

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 & Infrastructure
 Head Office: Room 121, Central Government Office (CGO) c/o Bosman and Vermeulen Street.(Entrance Vermeulen Street) Pretoria,0001

OR POSTED TO:
 Attention: Procurement office:Bid Admin: Department of Public Works and Infrastructure Private bag X65 0001

SUPPLIER INFORMATION

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

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/PUBLIC ENTITY	DPWI	CONTACT PERSON	Andre Du Plessis
CONTACT PERSON	Marubini Tshikovhele	TELEPHONE NUMBER	012 406 1999/082 792 3071
TELEPHONE NUMBER	012 406 1011	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Andre.Duplessis@dpw.gov.za
E-MAIL ADDRESS	marubini.tshikovhele@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).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

Note Well:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF

Project title:	ESTABLISHMENT OF A PANEL OF SOCIAL FACILITATION EXPERT ENTITIES		
Bid no:	HP24/008GS		
Advertising date:	13 August 2024	Closing date:	20 September 2024
Closing time:	11:00	Validity period:	120 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

Functionality criteria: ¹	Weighting factor:
<p>Project Proposal:</p> <p>Methodology:</p> <p>1. Clear understanding of the scope of Community Development / Change Management / Public Relations / Social Science / Development Studies to be implemented, or any other related qualifications linked to Social Facilitation. Identify the study needs by explaining what must be done and why. Identify possible challenges, limitations, and solutions.</p> <p>2 Detailed research methodology Design of the study Sampling methodology Data analysis</p> <p>3 Clear project implementation plan Activities, time, output, and reporting.</p> <p>•Full Coverage: If the proposal addresses all three criteria (1, 2, and 3) = 5 points •Partial Coverage: If the proposal covers any two of the three criteria (1 and 2, 2 and 3, or 1 and 3) = 3 points •Minimal Coverage: If the proposal addresses only one of the three criteria = 1 point</p>	30

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

<p>Qualification:</p> <p>1.Post graduate qualification (NQF Level 8) Honours Degree and above in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 5 points.</p> <p>2.B Tech Degree (NQF Level 7) in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 4 points.</p> <p>3.National Diploma (NQF Level 6) in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 3 points</p> <p>4.Less than National Diploma (NQF 6) Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 0 points</p>	<p>20</p>
<p>Organogram:</p> <p>Organogram with proof of relevant experience in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications.</p> <p>1.Submission of an organogram highlighting a collective experience of 10 years and above in social facilitation in infrastructure projects.</p> <p>2.Submission of an organogram highlighting a collective experience of 6-9 years in social facilitation in infrastructure projects.</p> <p>3.Submission of an organogram highlighting a collective experience of 3-5 years in social facilitation in infrastructure projects.</p> <p>4.Submission of an organogram highlighting a collective experience of 1-2 years in social facilitation in infrastructure projects.</p> <p>5.No experience demonstrated.</p> <p>Points allocated for possession of relevant experience by the Project Lead and Project Team. Comprehensive CV's languages spoken.</p> <ul style="list-style-type: none"> • 10 and above years of collective experience = 5 points • 6-9 years of collective experience = 4 points • 3-5 years of collective experience = 3 points • 1-2 years of collective experience = 2 points • No relevant experience demonstrated = 0 points 	<p>20</p>

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

<p>The bidding company's experience and performance on successful completion of comparable Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications in Infrastructure Related projects during the past 5 years.</p> <p>The bidder must attach the company profile and reference letters with client letterhead and must be verifiable by issuing company. Letter must include the following information: Client Name, Contact details, Project Name, Project Cost, Appointment date and completion date.</p> <ul style="list-style-type: none"> • Successful completion of 5 projects or more = 5 points • Successful completion of 4 projects or more = 4 points • Successful completion of 3 projects or more = 3 points • Successful completion of 2 projects or more = 2 points • Successful completion of 1 projects or more = 1 points • No projects completed = 0 points 	30
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	65
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(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

Ensure the most suitable candidates.

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

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

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

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session.
7	<input checked="" type="checkbox"/>	Non-compulsory briefing session to be held virtually on MS Teams.
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	

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

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

1	<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): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input type="checkbox"/>	
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	

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

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

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

<input type="checkbox"/>	<p>4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> </thead> <tbody> <tr> <td>1.</td><td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td><td>10</td><td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td></tr> <tr> <td>2.</td><td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. </td></tr> <tr> <td>3.</td><td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td><td>4</td><td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td></tr> <tr> <td>4.</td><td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> </td></tr> </tbody> </table>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p>
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim																		
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																		
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 																		
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																		
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p>																		

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



4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

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

Table 2

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

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

5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, Pretoria, 0001. A non-refundable bid deposit of R 0.00 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 VIRTUALLY on MS Teams.

Meeting ID: 342 955 984 951

Passcode: Y3ewQe

on 22/08/2024 starting at 11:00. Venue N/A. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	André du Plessis	Telephone no:	012 406 1999
Cellular phone no	082 792 3071	Fax no:	
E-mail	andre.duplessis@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Marubini Tshikovhele	Telephone no:	012 406 1011
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Cellular phone no	077 608 7317	Fax no:	
E-mail	Marubini.Tshikovhele@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

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

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

All tenders must be submitted on the official forms

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65</p> <p>Pretoria 0001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM Head Office CGO Building Annex A-207</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</p>	<p>OR</p>	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>256 Madiba Street Central Government Offices Madiba Street Reception Tender Box at Security</p>
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PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	ESTABLISHMENT OF A PANEL OF SOCIAL FACILITATION EXPERT ENTITIES		
Project Leader:	ANDRE DU PLESSIS	Bid / Quote no:	HP24/008GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	<input type="checkbox"/>
Map	01 Pages	<input type="checkbox"/>
Bid form of offer (PA 32)	02 Pages	<input type="checkbox"/>
PA 04 (GS):Notice and invitation to tender	08 Pages	<input type="checkbox"/>
PA 09 (GS):List of returnable documents	01 Pages	<input type="checkbox"/>
PA-10(GS):General Conditions of contract	10 Pages	<input type="checkbox"/>
PA-11(GS) Bidder's Disclosure	03 Pages	<input type="checkbox"/>
PA-15.1: Resolution of board of Directors	02 Pages	<input type="checkbox"/>
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	<input type="checkbox"/>
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	<input type="checkbox"/>
PA-40: Declaration of designated groups for preferential procurement	02 Pages	<input type="checkbox"/>
Terms of Reference	20 Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

17. Prices



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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 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-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
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Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

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

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



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

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



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

Note:

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

PA- 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

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR

**ESTABLISHMENT OF A PANEL OF SOCIAL
FACILITATION EXPERT ENTITIES**

NDPWI SOCIAL FACILITATION TERMS OF REFERENCE

1. INTRODUCTION and GENERAL OBJECTIVES OF the TERMS OF REFERENCE (TOR)

- 1.1 The Department of Public Works and Infrastructure (DPWI), herein referred to as the “Department” seeks to establish a panel of Social Facilitator Experts, henceforth to be referred to as SF Practitioners, to assist it in undertaking assignments that will be embedded into the infrastructure construction and project management protocols in all provinces in the Republic of South Africa.
- 1.2 In the face of escalating challenges such as the proliferation and infiltration of organized crime in the built environment, demonstrated by the so-called “construction mafia”¹, and instances of infrastructure destruction by disgruntled communities, there emerges a critical need for innovative approaches to community engagement within infrastructure projects.
- 1.3 The general objectives of these Terms of Reference are to establish a comprehensive framework for the selection, deployment, and management of a Panel of Social Facilitators, aligned with the principles of Organic, Co-creation, and Co-Ownership outlined in the Social Facilitation Concept Note approved by Cabinet²
- 1.4 The DPWI therefore invites suitably qualified expert entities, with requisite skills, experience, and competence in the areas of social facilitation to bid to form part of a Panel of Social Facilitation experts for a period of three (3) years.
- 1.5 This approach to establishing a Panel of Social Facilitators proposes integrating Social Facilitation principles and standards across the entire infrastructure project lifecycle, ensuring continuous community involvement and consultation to foster socio-economic development, skills enhancement, job creation, and co-creation and co-ownership of infrastructure assets.

2. BACKGROUND

- 2.1 The National Department of Public Works and Infrastructure is legislatively mandated as the custodian and portfolio manager of a significant portion of the National Government’s immovable assets. This includes the provision of accommodation; rendering of expert built environment services to user departments at the National Government level and the planning, acquisition, management, and disposal of immovable assets under the custodianship of the Department, through its Property Management Trading Entity (PMTE).
- 2.2 The Constitutional mandate provides for the public works function as one of the several functions of concurrent national and provincial legislative competence as contained in Schedule 4 Part A to the Constitution, 1996.³ To deliver on this mandate, the Department performs a wide range of activities

¹ Construction Mafia refers to 30% Community Participation clause brought in by government to aid communities. Resultant actions by unspecified persons lead to this clause to be omitted.

² “Statement of Cabinet Meeting” Part: B, Point 3

³ Constitution of the Republic of South Africa

including management of a large portfolio of infrastructure projects. Among others, the main operations are the design and construction of new buildings and infrastructure and the maintenance of existing structures and properties.

- 2.3 On 27 May 2020, Cabinet approved South Africa's Infrastructure Investment Plan, as part of the Economic Reconstruction and Recovery Plan (ERRP). To give effect to this plan, and due to the limitations of the existing public participation process, which is primarily focused on sharing information rather than engaging communities in a meaningful dialogue, Cabinet approved the Social Facilitation Concept Note in May 2021⁴ presented by the Department, emphasizing the principles of Organic, Co-creation, and Co-Ownership.
- 2.4 Subsequently, the Department developed Social Facilitation guidelines, frameworks, and templates as implementing tools. These resources are now ready for dissemination to project implementers and social facilitators. The Cabinet approved framework in May 2021, necessitates the establishment of a Panel of Social Facilitators to ensure community engagement and empowerment in infrastructure projects, addressing challenges like community rejection and vandalism.

3. POLICY MANDATE

- 3.1 The establishment of the Panel of Social Facilitators is driven by a policy mandate grounded in various key documents and principles. At its core is the Social Facilitation Concept Note, endorsed by Cabinet, which underscores the importance of principles like Organic engagement, Co-creation, and Co-Ownership in infrastructure and social facilitation projects. These principles align with inclusive governance and collaboration, emphasizing stakeholder involvement at all stages. The mandate is also supported by the Batho Pele principles, which emphasize "People First" in government service delivery. These principles guide the prioritization of community needs, ensuring their central role in shaping infrastructure development.
- 3.2 In addition to these principles, the Social Facilitation Guideline outlines standards and phases of social facilitation, complementing the vision established by the Cabinet-approved Concept Note and Social Facilitation Model. These frameworks play a crucial role in connecting infrastructure delivery with community needs, ensuring projects are aligned with community requirements.
- 3.3 Beyond these foundational documents, the policy mandate is reinforced by regulatory frameworks such as the Treasury Regulation, aligned with the Public Finance Management Act, 1999 (Act 1 of 1999), and the Preferential Procurement Policy Framework Act 2000 (PPFPA), along with its most recent 2022 Regulations. These regulations provide a structure for accountability and transparency, emphasizing the importance of inclusive procurement practices and stakeholder engagement.
- 3.4 It is within this policy and regulatory landscape that the Panel of Social Facilitators assumes a crucial role, ensuring that projects undertaken by the Department are implemented in partnership with the community.

⁴ "Statement of Cabinet Meeting" Part: B, Point 3

4. PROBLEM STATEMENT

- 4.1 Since the approval of the Social Facilitation Concept Note by Cabinet in May 2021, the Department has struggled tirelessly to implement the principles and standards outlined in the Social Facilitation Model due to structural deficiencies and capacity constraints. Since assuming office in the DPWI portfolio⁵, the Minister of Public Works and Infrastructure has consistently highlighted Social Facilitation as a key intervention to tackle the obstruction of infrastructure projects by communities or the so-called "construction mafia" across the country and has urged for its implementation.
- 4.2 The inadequacies of the current public participation process, which fails to sufficiently involve communities in infrastructure planning and delivery, have led to instances of community rejection, vandalism, and protests against infrastructure projects. These occurrences stem from a lack of alignment with community needs, as well as challenges such as the influence of organized crime groups on infrastructure projects, demonstrated by the presence of the 'construction mafia'. Moreover, infrastructure damage resulting from community disengagement and dissatisfaction exacerbates these challenges. These elements obstruct sustainable development and deepen societal divisions, emphasizing the need for a shift towards more inclusive and participatory methods.
- 4.3 In response to these challenges, the establishment of the Panel of Social Facilitators aims to provide a standardized methodology for stakeholder engagement throughout the project lifecycle.

5. PURPOSE OF THE DOCUMENT

- 5.1 The purpose of this document is to invite Social Facilitation experts from across all nine (9) provinces for services required for infrastructure projects run by the Department of Public Works and Infrastructure throughout the country. The purpose is to create a centre of excellence that works with key government stakeholders and the communities to improve the speed and quality of infrastructure delivery as well as facilitate community engagement, empowerment, and stakeholder participation in infrastructure projects, in line with the principles of Organic, Co-creation, and Co-Ownership
- 5.2 This document also seeks to select, deploy, and manage a Panel of Social Facilitators based on the following objectives:
- 5.2.1. To integrate Social Facilitation principles across all phases of infrastructure projects to promote co-creation, co-ownership, and sustainable maintenance of infrastructure assets.
 - 5.2.2. To mitigate the influence of organized crime and enhance community resilience through proactive engagement and consultation.
 - 5.2.3. To empower communities through skills development, job creation, and meaningful involvement in decision-making processes related to infrastructure development.
 - 5.2.4. To ensure the correct infrastructure requirements are designed and built i.e. hospital vs school in line with the requirements of the specific community/municipality.

⁵ Minister Patricia de Lille was appointed as Minister of Public Works and Infrastructure of the Republic of South Africa on the 30th of May 2019.

NB: Being appointed on the panel does not guarantee that work will be allocated to the service provider/s concerned.

6. SCOPE OF WORK

6.1 Social facilitation is a process through which projects or Programmes are designed, initiated, and implemented from beginning to end with the full participation of all affected and interested key stakeholders. The idea is to ensure that interventions are locally owned and that desired outcomes are planned and achieved sustainably.

6.2 The Department intends to pre-approve Panels of Contractors for a period not exceeding thirty-six (36) months. Inclusion on the panels does not guarantee work as work allocation will be based on demand for the services. The work envisaged will include all the regions across the 9 provinces in South Africa.

6.3 Social facilitation is thus not only, or even primarily, about assuring that the community is consulted about infrastructural development, but rather about establishing processes through which the community or stakeholders can create meaningful, ongoing change, with the assistance and collaboration of the NDPWI. Social facilitation is a process of uniting and influencing communities and stakeholders, government, and other interest parties leading to the creation of viable strategies for the fulfilment of local needs and aspirations. In summary, the key objectives of social facilitation include the following among others:

- Mobilise communities or key stakeholders around programmes and projects for their support and participation.
- Empowers and informs local structures about the programme/project to reduce incidents of conflict.
- Promotes the processes of strengthening of local resources, localization, and beneficiation.
- Fosters partnerships and enhances community capacity to: create sustainable jobs; increase social capital; and strengthen strategic planning.
- Development of a social facilitation plan with a clear scope of delivery;
- Community profiling and baseline study;
- Stakeholders engagement and NDPWI social infrastructure landing;
- Establishment and capacity building of the local structures (Project Steering Committee and the Community Liaison Officer);
- Establishment of local labour and enterprise databases;
- Project monitoring and facilitation of consideration of social and economic developmental imperatives;
- Mitigation of project risks and continuous stakeholder management;
- Final Social Facilitation reporting.

7. REQUIRED EXPERTISE

7.1 Social Facilitators must possess expertise in community engagement, conflict resolution, stakeholder management, and understanding of local socio-political dynamics.

7.2 The required expertise for social facilitators to be on the panel encompasses a diverse range of skills and knowledge to effectively implement the Social Facilitation Framework and address the needs of communities. Below are key areas of expertise that social facilitators should possess:

7.2.1 Community Engagement and Participation:

Social facilitators should have experience in engaging diverse communities and encouraging their active participation in decision-making processes. They should understand various community dynamics, cultural sensitivities, and communication techniques to ensure inclusivity and representation.

7.2.2 Stakeholder Analysis and Management:

Expertise in stakeholder mapping, analysis, and engagement is essential for identifying key stakeholders, understanding their interests, and managing relationships effectively. Social facilitators should be skilled in building consensus among stakeholders with diverse perspectives and interests.

7.2.3 Facilitation and Mediation:

Strong facilitation and mediation skills are necessary to guide productive discussions, resolve conflicts, and facilitate collaborative decision-making processes. Social facilitators should create a supportive and inclusive environment where all voices are heard and respected.

7.2.4 Project Management:

Understanding project management principles and methodologies is crucial for overseeing the implementation of social facilitation activities within infrastructure projects. Social facilitators should be able to develop and execute project plans, monitor progress, and ensure that timelines and deliverables are met.

7.2.5 Communication and Advocacy:

Effective communication skills, both verbal and written, are essential for conveying information, building trust, and advocating for community interests. Social facilitators should be adept at tailoring communication strategies to different audiences and mediums, including digital platforms and traditional channels.

7.2.6 Knowledge of Social Issues and Policies:

A strong understanding of social issues, policies, and regulations related to community development, infrastructure, and public participation is important for informing decision-making and ensuring compliance with relevant laws and guidelines. Social facilitators should stay updated on emerging trends and best practices in social facilitation.

7.2.7 Data Analysis and Evaluation:

Proficiency in data analysis and evaluation techniques is necessary for assessing the impact of social facilitation activities, measuring outcomes, and identifying areas for improvement. Social facilitators should be able to collect, analyse, and interpret both qualitative and quantitative data effectively.

7.2.8 Cultural Competency and Diversity Awareness:

Cultural competency and awareness of diversity issues are essential for working with communities from different backgrounds and identities. Social facilitators should demonstrate sensitivity to cultural nuances, respect for diversity, and a commitment to equity and inclusion.

7.2.9 Training and Capacity Building:

Experience in designing and delivering training Programmes, workshops, and capacity-building initiatives is valuable for empowering community members and stakeholders to actively participate in decision-making processes. Social facilitators should possess the skills to transfer knowledge, build skills, and foster leadership within communities.

7.2.10 Adaptability and Flexibility:

Given the dynamic nature of community engagement and infrastructure projects, social facilitators should be adaptable and flexible in their approach. They should be able to adjust strategies, problem-solve effectively, and respond to changing circumstances while maintaining a focus on achieving project goals and objectives.

8. LOCATION OF SERVICES

Services of the Panel of Social Facilitators will be required across all the regional offices across the 9 provinces in South Africa, ensuring coverage of infrastructure projects nationwide.

9. ROTATION OF THE EXPERTS PANEL

The Social Facilitators to be appointed to a panel for a period of 36 months will only be utilized on a need basis, in terms of the following basis:

- 9.1. As and when their services are required for the duration of the contract for the execution of particular projects.
- 9.2. Regulated rates in terms of DPSA Hourly Fee Rates for Consultants will be applicable for the remuneration of panellists when particular projects have been executed.
- 9.3. Evaluation of bidders will be based on functionality and not on price.
- 9.4. Panellists will be required to submit pricing for the execution of a particular project.

10. RESPONDING TO THE BID

Interested parties are invited to submit proposals for inclusion in the Panel of Social Facilitators, demonstrating their understanding of the principles of Organic, Co-creation, and Co-Ownership, as outlined in the Social Facilitation Concept Note and related guidelines.

10.1. The experts are required to prepare and submit an expression of interest proposal outlining among others, the details of the (a) methodology to be followed, and (b) deliverables, to perform the required social facilitation.

10.2. Proof of key areas of expertise as indicated in 7.2 above.

10.3. Information about service providers - All bidders, for the purpose of the bid evaluation, are required to submit the following information:

10.3.1. Background and profile of the bidder.

10.3.2. CVs of all personnel to be involved in the assignment.

10.3.3. Certified copies of original qualifications of all personnel to be involved in the assignment.

10.4. Requirements:

The panel of service providers will also be required to:

10.4.1. Attend planned meetings with the Project Manager at any regional office or province and relevant stakeholders at the appointed site as well as at DPWI Head Office Pretoria.

10.4.2. Present the reports to DPWI through the Project Manager and the PMO as and when required.

11. DURATION OF CONTRACT

11.1 The contract period will be for a period of 36 months, effective from the date of the appointment letter.

11.2 No extension of the duration of the contract is expected. However, should the extension of contract be considered by the DPWI for whatever reasons, it shall not be valid unless it is reduced to writing and agreed to by both parties.

11.3 The Accounting Officer or his delegate will be the duly authorized signatory of the contract on behalf of the DPWI.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Protocols for maintaining confidentiality and handling intellectual property rights related to project information will be established to safeguard sensitive data and proprietary information.

12.1 All information generated, communication produced, data acquired, under the auspices of this project remains the intellectual property of the Department.

12.2 The service provider/s will be bound by the same clause of confidentiality and code of ethics as applicable to officials of the public service.

13. REPORTING AND PROJECT DELIVERABLES

Social Facilitators will be required to provide regular reports and project deliverables, documenting community engagement activities and outcomes in alignment with the Social Facilitation Framework.

- 13.1 The service provider/s will submit progress reports to the DPWI as outlined in the project execution plan that determines project milestones and deliverables.
- 13.2 Project deliverables, based on the achievement of pre-determined milestones and in line with the approved programme/project implementation plan, will determine payment stages.
- 13.3 The service provider will submit a comprehensive "Close-Out Report" at the conclusion of the project that should include lessons learned on the project.

14. PROJECT MANAGEMENT

The roles and responsibilities of project managers in coordinating with Social Facilitators will be defined to ensure effective project management practices and adherence to the Social Facilitation Framework. The Chief Directorate: PMO will be responsible for regular and ongoing management of the contract with the service provider.

15. CONTINUITY OF THE PROJECT STAFF

Measures to ensure continuity of project staff, including Social Facilitators, will be established to minimize disruptions during project implementation, facilitating seamless engagement with communities.

- 15.1 The service provider must ensure that the project is managed and supervised at all times by a Senior Social Facilitating Project Manager in line with bid documents.
- 15.2 Change of any project team member must be approved by the Department.

16. COSTING

Costing methodologies and budgetary considerations for engaging Social Facilitators will be detailed to facilitate financial planning and resource allocation in alignment with the Social Facilitation Framework.

- 16.1 All prospective bidders' tariffs should be in accordance with the latest Department of Public Service and Administration (DPSA) Hourly Fee Rates for Consultants.
- 16.2 The preferred service provider/s **rates must be firm for the first twelve** (12) months after signing of the contract with an escalation rate in accordance with DPSA Hourly Fee Rates for Consultants.
- 16.3 Disbursements costs associated with travelling will be reimbursed at cost and separate from the DPSA Hourly Fee Rates for Consultants and in accordance and subject to published and approved Departmental (DPWI) Policy.
- 16.4 Value-added tax for services to be rendered and products to be developed

17. FUNCTIONALITY CRITERIA

The table below presents the scorecard for the evaluation of the Add to the PA-01 substantive criteria. Experience and completion of a similar project bid.

VARIABLES	CRITERIA	POINTS
FUNCTIONALITY POINTS		100
Project proposal	<p>Project Proposal:</p> <p>Methodology:</p> <ol style="list-style-type: none"> 1 Clear understanding of the scope of Community Development / Change Management / Public Relations / Social Science / Development Studies to be implemented, or any other related qualifications linked to Social Facilitation. Identify the study needs by explaining what must be done and why. Identify possible challenges, limitations, and solutions. 2 Detailed research methodology Design of the study Sampling methodology Data analysis 3 Clear project implementation plan Activities, time, output, and reporting. <ul style="list-style-type: none"> • Full Coverage: If the proposal addresses all three criteria (1, 2, and 3) = 5 points • Partial Coverage: If the proposal covers any two of the three criteria (1 and 2, 2 and 3, or 1 and 3) = 3 points • Minimal Coverage: If the proposal addresses only one of the three criteria = 1 point 	30
Relevant Qualifications for Project Lead	<p>Qualification:</p> <ol style="list-style-type: none"> 1. Post graduate qualification (NQF Level 8) Honours Degree and above in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 5 points. 2. B Tech Degree (NQF Level 7) in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 4 points. 3. National Diploma (NQF Level 6) in Community Development / Change Management / Public Relations / Social Science / 	20

	<p>Development Studies or any other related qualifications. = 3 points</p> <p>4. Less than National Diploma (NQF 6) Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications. = 0 points</p>	
<p>Organogram with proof of relevant experience in Social Facilitation in infrastructure projects</p>	<p>Organogram:</p> <p>Organogram with proof of relevant experience in Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications.</p> <ol style="list-style-type: none"> 1. Submission of an organogram highlighting a collective experience of 10 years and above in social facilitation in infrastructure projects. 2. Submission of an organogram highlighting a collective experience of 6-9 years in social facilitation in infrastructure projects. 3. Submission of an organogram highlighting a collective experience of 3-5 years in social facilitation in infrastructure projects. 4. Submission of an organogram highlighting a collective experience of 1-2 years in social facilitation in infrastructure projects. 5. No experience demonstrated. <p>Points allocated for possession of relevant experience by the Project Lead and Project Team. Comprehensive CV's languages spoken.</p> <ul style="list-style-type: none"> • 10 and above years of collective experience = 5 points • 6-9 years of collective experience = 4 points • 3-5 years of collective experience = 3 points • 1-2 years of collective experience = 2 points • No relevant experience demonstrated = 0 points 	20
<p>Company experience in Social Facilitation infrastructure projects</p>	<p>The bidding company's experience and performance on successful completion of comparable Community Development / Change Management / Public Relations / Social Science / Development Studies or any other related qualifications in Infrastructure Related projects during the past 5 years.</p> <p>The bidder must attach the company profile and reference letters with client letterhead and must be verifiable by issuing company. Letter must include the following information: Client Name, Contact details, Project Name, Project Cost, Appointment date and completion date.</p>	30

	<ul style="list-style-type: none"> • Successful completion of 5 projects or more = 5 points • Successful completion of 4 projects or more = 4 points • Successful completion of 3 projects or more = 3 points • Successful completion of 2 projects or more = 2 points • Successful completion of 1 projects or more = 1 points • No projects completed = 0 points 	
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Bidders are required to score a minimum of **65 points** in Functionality to qualify to be considered in the panel of Social Facilitation.

18. ESTABLISHMENT OF THE PANEL

- 18.1 Appointment to the panel is neither a binding contract nor does it place an obligation on the Department to procure services from the contractors.
- 18.2 The services shall be on an as-and-when-required basis, at the discretion of the Department.
- 18.3 Contractors will be approached via a TENDER ("Request for Proposal") process: For specific works, with project-specific evaluation and competitive bidding. Rotational appointment to be utilised in line with SCM and Treasury prescripts and regulations.
- 18.4 Scope of work is to be provided on a case-by-case basis at the time of requirement. Contractors with the closest proximity to the province where services are to be rendered will be granted preference, where available unless there are any known non-performance, litigation or any other legal concerns apply. The project team should be fluent in the applicable vernacular language.
- 18.5 Capacity building and skills transfer
- 18.6 Prospective bidders to be appointed on a panel, are in pursuit of sustainable, mutually-beneficial engagements requested to indicate a clear plan on how they will be able to implement skills transfer to internal staff members.
- 18.7 The skills transfer should take into account the following:
 - On-the-job training where training needs are identified (skills assessment);
 - Engagement reviews/assessments for each deliverable, ongoing technical updates

19 INDEMNITY

Provisions for indemnification of Social Facilitators against legal liabilities arising from their duties will be included to mitigate potential risks associated with community engagement activities.

- 19.1 The Department will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the proposal.
- 19.2 The Department is not bound to select any of the service provider(s) submitting proposals. The Department reserves the right not to award the contract to the lowest bidding price as well as the right to renegotiate the bid of the preferred service provider.

20 INFORMATION REQUIRED

- 20.1 Documentation and information required from Social Facilitators for contract administration purposes will be specified to streamline administrative processes and ensure compliance with the Social Facilitation Framework.
- 20.2 Risk Assessment can only be done based on information received. The comprehensiveness of the proposal will determine the awarding thereof.

21. PAYMENT TERMS

Payment terms and conditions for compensating Social Facilitators for their services will be delineated, including invoicing procedures and payment schedules, in alignment with the Social Facilitation Framework.

- 21.1 The disbursement of payment will be linked closely with the deliverables of the project.
- 21.2 Payment will be made in stages, based on the achievement of pre-determined milestones and in line with the approved Programme implementation plan.

22. PROJECT ALLOCATION PROCEDURE

Security clearance is a mandatory part of the selection process. Bidders will be screened as the Department oversees National Key Point Projects, and they must comply with security screening requirements until projects are officially allocated.

- 22.1 Once the qualifying service providers are listed on the panel, service providers will be invited from the relevant panel in the applicable location, thereafter service providers will compete on the basis of price and preference.
- 22.2 In the event of non-validity of compulsory documents of the recommended bidder, the Department reserves the right to re-allocate the project to another qualifying bidder.

23. SPECIAL CONDITIONS OF BID

- 23.1 The Department is only interested in organisations that take accountability for service delivery.
- 23.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 23.3 The Bidder must be fully tax compliant when bidding for this panel. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and failure will result in the service provider's registration being disqualified.
- 23.4 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 23.5 The Department may **disqualify** a Bidder :
 - 23.5.1 Whose Tender contains a negligent misrepresentation which is materially incorrect or misleading;

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

23.5.3 Who materially fails to comply with any conditions or requirements of this TENDER.

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

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

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

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

24. Reservation of Rights

24.1.1 The Department reserves the right in its discretion to:

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

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

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

24.1.5 Change any condition, procedure or rule of the TENDER by giving Bidders reasonable notice.

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

24.2 TENDER not an Offer

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

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

24.3 Preparation Costs

24.3.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this TENDER and all other costs incurred by it throughout the TENDER process. Furthermore,

no statement in this TENDER will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this TENDER.

24.4 Confidentiality

- 24.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this TENDER or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with the Department's examination and evaluation of a Tender.
- 24.4.2 No part of the TENDER may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This TENDER and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived from.
- 24.4.3 Throughout this TENDER process and thereafter, Bidders must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this TENDER relates; or (ii) the process which follows this TENDER. Failure to adhere to this requirement may result in disqualification from the TENDER process and civil action.
- 24.4.4 After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Tenders or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

24.5 Limitation of Liability

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

Tax Compliance

25. Tax Compliance

- 25.1.1 No tender shall be awarded to a Bidder (or any of its members, directors, partners or trustees) whose names appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- 25.1.2 The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

25.2 Screening and Vetting of Service Provider

- 25.2.1 Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service may be screened and cleared by the appropriate authorities to

the grade of clearance in line to classified information, intelligence in the possession of the Department and areas designated as National Key points that they may have (as and when required per TENDER). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

- 25.2.2 Bidders are not allowed to subcontract with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- 25.2.3 The Department supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department does not support any form of fronting.
- 25.2.4 The Department in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by the Department may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder concerned.

25.3 Interpretation

- 25.3.1 The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 25.3.2 The word "The Department" in these conditions shall mean the Department of Public Works and Infrastructure
- 25.3.3 Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

25.4 Precedence

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

25.5 General Bid Rules

- 25.5.1 "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.

- 25.5.2 The digital and or electronic completion and signing of documents is permitted.
- 25.5.3 A bidder participates in this bid process entirely at its own risk and cost.
- 25.5.4 The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
- 25.5.5 Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation.
- 25.5.6 Funds are no longer available to cover the total envisaged expenditure
- 25.5.7 No acceptable tender is received.
- 25.5.8 There is a material irregularity in the tender process or there is material change in the scope of works.
- 25.5.9 The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

25.6 Ambiguities/ Contradictions / Omissions

- 25.6.1 If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 25.6.2 If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
- 25.6.3 If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or cancel the bid and process.

25.7 Period of Validity for Bids after Closing Date

The validity of the tender should be applicable for a period of 120 calendar days.

25.8 Authority to Sign Bid Documents

- 25.8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 25.8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors.

- 25.8.3 The Department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
- 25.8.4 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
- 25.8.5 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed.

25.9 Contract Period

The expected contract period is 3 years.

25.10 Award of Contracts to Tenderers Not Scoring Highest Points

Not applicable as it is not a contract.

25.11 Tax Compliance

- 25.11.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 25.11.2 All bidders' tax matters must be in order prior to award.
- 25.11.3 Bidders' tax matters will be verified through CSD.
- 25.11.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations
- 25.11.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 25.11.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

25.12 Right of Award

The State reserves the following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item;
- Request further technical information from any bidder after the closing date;

- Verify information and documentation of the service provider;
- Not to accept any of the bids submitted;
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

25.13 Multiple Award

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

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

- Capacity to meet the expected demand according to the end-user requirements;
- Mitigation of risk if the item is unavailable.
- A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
- The bid will accessible on the below listed links:
<https://etenders.treasury.gov.za/content/advertised-tenders>
<http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx>

25.14 Wwww.publicworks.gov.zaCommunication and Confidentiality

The Department may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract.

25.15 Disclaimer

- 25.15.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
- 25.15.2 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc., without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

26. TENDER SUBMISSION

Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and time at the Tender Submission Office situated at:

256 Corner Madiba/Bosman Street,

Pretoria Central,

0001.

If the bid document is late, or not submitted in the designated tender box, it will not be considered for evaluation.

26.1 Tender advertisement period is 21 calendar days.

26.2 Non-compulsory tender briefing session will be conducted virtually on Ms Teams. Link is as follows: Meeting ID: 342 955 984 951; Passcode: Y3ewQe; Date: 22 August 2024

27. FURTHER INFORMATION

Additional information or resources relevant to the establishment and operation of the Panel of Social Facilitators will be provided for the guidance of interested parties, emphasizing adherence to the principles of Organic, Co-creation, and Co-Ownership outlined in the Social Facilitation Concept Note and related guidelines.

- Further Technical information, queries and questions of clarity can be addressed to

Project Manager: Mr Andre Du Plessis

Department of Public Works & Infrastructure

Tel: 012 406 1999

Email: Andre.DuPlessis@dpw.gov.za


- Further SCM information, queries and questions of clarity can be addressed to

SCM Practitioner: Ms Marubini Tshikovhele

Department of Public Works & Infrastructure

Tel: 012 406 1011

Email: Marubini.Tshikovhele@dpw.gov.za



23 August 2024

CD: M.T. Mohwasa

Date

Programme Management Office / Social Facilitation