



public works  
& infrastructure

APPROVED 28/11/24

*Segole*

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

## **TENDER: HP24/012GS**

**RETURNABLE DOCUMENTS  
FOR**

**CAPE TOWN: DOME SHELL STRUCTURE  
INSTALLATION**

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

PLEASE TAKE NOTE

**BID NUMBER: HP24/012GS**

**CLOSING TIME: SHARP 11:00**

**CLOSING DATE: 06 DECEMBER 2024**

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

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

**BID DOCUMENTS MAY BE POSTED TO**

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

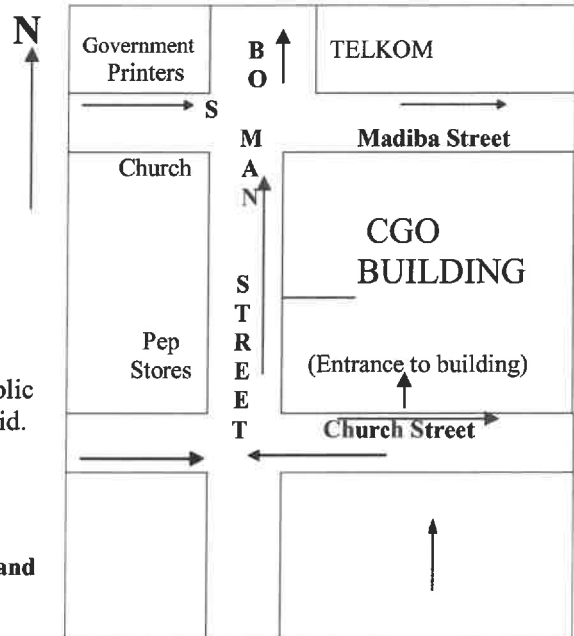
ATTENTION: TENDER SECTION:

Central Government office: Room 121

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

**OR**

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



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

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

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

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

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

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

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

## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>				
BID NUMBER:	HP24/012GS	CLOSING DATE:	06/12/2024	CLOSING TIME: 11:00
DESCRIPTION	CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
CORNER BOSMAN AND MADIBA STREET CGO BUILDING PRETORIA 0001				
OR POSTED TO:				
Department of Public Works and Infrastructure Private bag X65 0001				
<b>SUPPLIER INFORMATION</b>				
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
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	RAKAU LEKOTA
CONTACT PERSON	KATLEGO MANAMELA	TELEPHONE NUMBER	012 310 5953/082 881 9467
TELEPHONE NUMBER	012 406 1776 / 077 608 7353	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	RAKAU.LEKOTA@DPW.GOV.ZA
E-MAIL ADDRESS	KATLEGO.MANAMELA@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

## PA-32: Invitation to Bid

**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.

<sup>1</sup> 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 DOME SHELL STRUCTURE INSTALLATION

<b>Project title:</b>	CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION		
<b>Bid no:</b>	HP24/012GS		
<b>Advertising date:</b>	28 November 2024	<b>Closing date:</b>	06 December 2024
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	84 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

Functionality criteria: <sup>1</sup>	Weighting factor:
<p><b>4.1 Experience of the Company:</b></p> <p>The bidders must attach a Company Profile with successfully completed Dome structures or similar modular temporary structures (Similar structures described as: Hemispherical structure composed of a self-supported frame and outer covering to create shelter in a modular system), marquees excluded.</p> <p>Company profile to reflect the following:</p> <p>a) Demonstration of Dome installations of a similar size and nature (min. 1500sqm)</p> <p>b) The company must demonstrate proven track record and capacity (skill) to install, manage and oversee execution of successful quality work in urban context.</p> <p>c) Bidder to submit proof of successfully completed projects references (letters, completion certificate, occupation certificates of previously completed projects)</p> <p>5 or more installations = 5 points  4 installations = 4 points  3 installations = 3 points  2 installations = 2 points  1 installations = 1 point</p> <p>The above will be evaluated as a cluster (Company Profile with: Similar Dome size, Capacity, References), none submission of any of the above will results in 0 points</p>	30

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

<p><b>4.2 Skills and Experience of the Installation Manager (Project Leader):</b></p> <p>The bidder must submit with the tender: Installer's / Rigger's (Project Leader) experience and indicate contactable references in the CV. The CV to demonstrate the following:</p> <ul style="list-style-type: none"> <li>a) Previously managed installations of Domes or similar temporary modular structures, similar in size min. 1500sqm (excluding marquees)</li> <li>b) Number of years of experience in the above role</li> <li>c) Contactable references</li> </ul> <p>Proven experience within the past 10 years from the closing date of this tender:</p> <ul style="list-style-type: none"> <li>5 installations or more = 5 points</li> <li>4 installations = 4 points</li> <li>3 installations = 3 points</li> <li>2 installations = 2 points</li> <li>1 installations = 1 point</li> </ul> <p>The above will be evaluated as a cluster (CV with: Similar dome structure experience, number of years of experience and contactable references), none submission of any of the above will results in 0 points</p>	<p>30</p>
<p><b>4.3 Resources and equipment:</b></p> <p>The bidder must submit with the tender a detailed verifiable list of rigging equipment and tools for a successful installation. Resources not only limited to Annexure B of this document (Details &amp; Specifications of the Plant, Equipment and Tools) including the following:</p> <ul style="list-style-type: none"> <li>a) Lifting crane for heights over 20m with lifting capacity of over 30tons</li> <li>b) All terrain forklifts (3tons or more)</li> <li>c) Lifting hoists</li> <li>d) Power tools</li> </ul> <p>A comprehensive list with all of the above = 5 points An incomplete list without any of the above = 0 point</p> <p>The above will be evaluated as a cluster (a to d) none submission will results in 0 points</p>	<p>30</p>
<p><b>4.4 Bank Rating:</b></p> <p>The bidder must submit with the tender a bank stamped / electronic stamped rating letter (the letter not to be older than 6 months from the date of tender closing)</p> <ul style="list-style-type: none"> <li>Rating A = 5 points</li> <li>Rating B = 4 points</li> <li>Rating C = 3 points</li> <li>Rating D = 2 points</li> <li>Rating E = 1 point</li> </ul> <p>None submission of any of the above will result in 0 points</p>	<p>10</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

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

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



The Dome size and complexity requires an appointment of a competent and experienced installer. All precautionary measures have to be in place to leave no room for catastrophic disappointments.

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" 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 checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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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 type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. Virtual briefing
7	<input checked="" type="checkbox"/>	Submission of fully completed Annexure: A, B, C & D
8	<input checked="" type="checkbox"/>	Submission of valid copy of a Professional registration Certificate: Structural Engineer / Technologist (ECSA) and OHS (SACPCMP)
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.

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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 checked="" type="checkbox"/>	Submission of the past two years (2) Annual Financial Statements
8	<input checked="" type="checkbox"/>	Submission of Proof of Public Liability Insurance cover of Minimum R10 000 000. 00
9	<input checked="" type="checkbox"/>	Bidders to submit confirmation in providing delivery of the Dome skins and Aluminium doors within contract period (as per TOR specifications)
10	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid

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

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

<input checked="" type="checkbox"/>	<p><b>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.</b></p> <p><b>Table 1</b></p> <table> <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> <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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> </td></tr> </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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>												
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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>												





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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"><li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul>
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"><li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul> and <ul style="list-style-type: none"><li>Medical Certificate indicating that the disability is permanent.</li></ul> Or <ul style="list-style-type: none"><li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li></ul> Or <ul style="list-style-type: none"><li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li></ul>
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"><li>ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul>



**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"><li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul>



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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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
<b>OR</b>			
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"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

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

- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at MICROSOFT TEAMS on 03/12/2024 starting at 11:00. Venue Meeting ID: 363 735 643 050 Passcode: nV9WK79e ~~-(if applicable)-~~

## 6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	RAKAU LEKOTA	<b>Telephone no:</b>	012 310 5953
<b>Cellular phone no</b>	082 881 9467	<b>Fax no:</b>	n/a
<b>E-mail</b>	rakau.lekota@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	KATLEGO MANAMELA	<b>Telephone no:</b>	(012) 406 1776
<b>Cellular phone no</b>	077 608 7353	<b>Fax no:</b>	n/a
<b>E-mail</b>	katlego.manamela@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><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65</p> <p>Pretoria 0001</p> <p><b>ATTENTION:</b> <b>PROCUREMENT SECTION: ROOM 121</b></p> <p><b>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</b></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p>The Department of Public Works CGO Building Bosman and Madiba Street Pretoria CBD Room 121c</p>
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## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION		
<b>Project Leader:</b>	RAKAU LEKOTA	<b>Bid / Quote no:</b>	HP24/012GS

**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)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
Cover Page	01 Pages	<input type="checkbox"/>
Map	01 Pages	<input type="checkbox"/>
Invitation to Bid (PA 32)	02 Pages	<input type="checkbox"/>
PA 04 (GS) Notice and invitation to tender	07 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"/>
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<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>



## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

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



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

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

#### **6. Patent rights**

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

#### **7. Performance security**

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

#### **8. Inspections, tests and analyses**

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



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

#### **9. Packing**

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

#### **10. Delivery and documents**

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

#### 16. Payment

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

#### 17. Prices



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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

**22. Penalties**

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

**23. Termination for default**

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of Liability**

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

## 29. Governing language

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

## 30. Applicable law

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

## 31. Notices

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

## 32. Taxes and duties

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

## 33. National Industrial Participation Programme (NIPP)

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

## 34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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



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

**YES / NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
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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: \_\_\_\_\_

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

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*



B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (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-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

*(tick whichever is applicable).*

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100



## 1.5 Breakdown Allocation of Specific Goals Points



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

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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



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

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</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"><li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul>
----	--	---	---

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

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

**Table 3**

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

		owned by black women (mandatory)		
	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"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <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"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,



competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company  
[TICK APPLICABLE BOX]

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

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

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **HP24/012GS**

Name of Tenderer .....

☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ 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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use  
Effective date 21 July 2023



## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: \_\_\_\_\_

### 2. DECLARATION:

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

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

**Signed by the Tenderer**

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

## **DPW (GS): - TERMS OF REFERENCE**



## **TERMS OF REFERENCE**

### **CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION**

**Issue date: 21/11/2024**

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## 1. BACKGROUND and PURPOSE OF THE TENDER

The Department of Public Works and Infrastructure (DPWI) owns a Dome structure which consists of Steel frame structure and Duraskin fabric (tarpaulin).

The Department requires a suitable service provider to: service, maintain, set-up and install the dome in Cape Town (dome already in Cape Town). The dome will be used for temporary accommodation of Parliament in Cape Town. It is currently stored in containers located on site of installation.

## 2. SERVICE REQUIREMENTS

### 2.1 Venue

The venue for the Dome installation is 24 Commercial street in Cape Town city centre. The site is within the Heritage Protection Overlay Zone and installation will be monitored. The site is currently used as parking lot for members of Parliament and departmental staff.

### 2.2 Responsibility

The successful tenderer will be responsible for service, maintain, set-up and installation of the existing dome structure. Supply and installing the following: Duraskins (tarpaulin) and Aluminium doors to the dome as per under mentioned technical service requirements and conditions (Section 4 below). All of the above to be installed in Cape Town (*Refer to section 4 and 5 below*).

### 2.3 Existing NDPWI - Dome Structure

- a) **Arch Trussing:** main 6m, main 4.5m, bay base truss and bay truss
- b) **Flat trussing:** top, middle, bottom and base
- c) **Connector Blocks:** main, 22 deg, 11.25 deg and middle block
- d) **Aluminium connectors:** 22deg, bottom, main block, pyramid big and pyramid small
- e) **Girders:** mains, dome 1-9 and safety pins
- f) **Pull bars:** main, dome top, dome bottom, slide dome, slide main, pulley main, pulley dome, holder, holder slide, 3&4 way connector, double bottom insert main, double bottom insert dome and bolt plate
- g) **Duraskins (Tarpaulins):** main, main door, dome, dome door, cap, main flap, dome flap, main flap push down bar and dome flap push down bar (these to be replaced)
- h) **Aluminium sliders:** 6866mm, 5290mm cap, 5290mm base, sliding blocks and aluminium pins

- i) **Pins and Anchors:** 20mm pins, 20mm safety pins, R-Clips, double I-Bolts, straps large, ratchets large, straps small, ratchets small and self-ratchets
- j) **Base detail:** jacks, aux jack cup, base plate, pin plate, anchor pins, bolts and nuts, girder plates, pulley stand, jack plate, bracing and arch timber
- k) **Structural Certificate:** by installer
- l) **OHS compliance:** by installer

## **2.4 Service and Maintain**

- a. Conduct stock-take and confirm completeness of the existing Dome components (See attached material list)
- b. Service all components to a functional condition
- c. Repair or replace damaged components
- d. The extend of repair or replacement to be validated by NDPWI prior to execution
- e. The skins have been predetermined to require replacement (Tarpaulin tensile skin fabric "Verseidag - Duraskin" or similar approved type with black interior and white exterior: 12 x Mains (48x5.95m), 18 x Mains door (2.9x5.95m), 14 x Dome trapezoid (23.7 x 6.922 x 1.183m), 4 x Dome trapezoid (20.7 x 6.733 x 1.183m) and 2 x Semi circle End-Caps).

## **2.5 Design and Supply**

- a) **Alumunium Dome doors:** New purpose made side hung alumunium doors to fit 6m dome bay 2400x6000mm (x8 sets)
- b) **Tarpaulin tensile Skins:** replace absolute Tarpaulin tensile skin fabric "Verseidag - Duraskin" or similar approved type with black interior and white exterior: 12 x Mains (48x5.95m), 18 x Mains door (2.9x5.95m), 14 x Dome trapezoid (23.7 x 6.922 x 1.183m), 4 x Dome trapezoid (20.7 x 6.733 x 1.183m) and 2 x Semi circle End-Caps).

## **2.7 Rigging and Installation**

- (a) Provide competent certified rigging team (riggers, senior riggers, etc.)
- (b) Rigging consumables
- (c) Hoists
- (d) Tools and equipment

## **2.8 Transportation**

Transportation to be provided for all equipment and crew to and from Installation site and onsite mobile toilet for the crew. Containers are located within the installation site, therefore service provider to have their own equipment moving machinery.

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

## **2.9 Removal and re-installation of street fence**

Due site constraints there might be a need to dismantle the current existing welded mesh fence to gain access for deliveries. Any removed parts of the fence must be reinstated after completion of installation.

## **2.10 Equipment**

Provision to be made for all required technical power tools of all the relevant trades for this installations, all terrain fork lifts and lifting crane for heights over 20m high (with lifting capacity of +/- 80tons).

## **2.11 Technical Human Resource**

- (a) Competent skilled experience riggers
- (b) Structural engineer
- (c) OHS professional

## **2.12 Crew**

- (a) Technical experience crew members
- (b) Crew and Stand-by crew (with SSA Accreditation)
- (c) Statutory compliance and required certification by the respective professional disciplines

## **2.13 Certification**

- (a) Certification of occupancy to be provided by the Service provider
- (b) Structural stability certification and Statutory applications
- (c) OHS compliance

## **2.14 Security**

- (a) Security to safe guard Infrastructure during construction, build-up and installation.

## **2.15 Timeframes**

The successful tenderer will have to: service, maintain existing components, design, supply and install all components within 20 days after appointment, for the successful delivery the bidder must be prepared to work through the festive season:

- (a) Service, maintenance and stock-take
- (b) Repair and replace damaged components, and replacing missing items (if any)
- (c) The service provider will have to hand over to the client a complete installation with all necessary certificates, as-built drawings, checklists and Occupancy certificate.

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



TIMEFRAMES (CALENDAR DAYS)			
1.	Service, maintenance and stock-take		
2.	Design and	Repair and replace damaged or absolute items	
	Manufacturing	Manufacture replacement components	
3.	Supply and Installation		
<b>TOTAL</b>			<b>20 DAYS</b>

Figure 1: Timeframes

### 2.16 Reservation of rights

The Department of Public Works and Infrastructure reserves the right to allocate the services in part or in full. Specifications or venues may change due to revised client requirements.

## 3. **BID RESPONSIVENESS REQUIREMENTS**

The following requirements must be met in order for a tender to qualify for final evaluation:

### 3.1 Answer Sheet : Pricing Schedule (Annexure A)

- (a) The quantities, unit costs, sub-totals, group totals and venue totals excluding VAT for services must be completed in **Annexure A**
- (b) VAT must be added to the final contract price
- (c) The sheet provided as **Annexure A**, must be completed in full. Each individual field must be completed in order for the tender response to be successful. Failure to complete the answer sheet will result in the tender response being disqualified.

### 3.2 Answer Sheet : Equipment Details & Specifications (Annexure B)

- (a) The make, model and specification / detail of equipment must be completed in **Annexure B**
- (b) The answer sheet provided as **Annexure B**, must be completed in full. Each individual field must be completed in order for the tender response to be successful. Failure to complete the answer sheet will result in the tender response being disqualified.

### 3.3 Construction program and Technical Functionality criteria (Annexure C)

- (a) A proposed Construction program is to be provided for the entire infrastructure with a completion date (subject to confirmation)

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

- (b) A company profile linked to the technical crew
- (c) A proposed technical crew flowchart reflecting the chain of command of the service provider. The team must be a dedicated team.
- (d) Names, titles and experience to be completed in full
- (e) The above requested information must be completed in **Annexure C**, failure to complete the answer sheet will result in the tender response being disqualified

**3.4 Previous experience & Past Contracts (Annexure D)**

- (a) Experience in providing Dome building, Rigging (heights over 15m), 2400sqm or similar size and complex structure
- (b) Experience in providing rigging of temporary events structures of similar size; and
- (c) Past contracts/events reflecting the comprehensiveness, references and contact numbers to substantiate the response in (a), (b), (c) above
- (d) Supply documented proof of above listed contracts that were completed successfully
- (e) The above requested information must be completed in **Annexure D** and failure to complete the answer sheet will result in the tender response being disqualified.

**3.5 Compulsory briefing session**

- (a) A briefing session will be conducted on site (24 Commercial Street Cape Town) to present the project scope, complexity and technicality. Non-attendance will result in a tender proposal being disqualified. Project complexity requires bidders to attend the briefing and project orientation.

## 4. INFRASTRUCTURE REQUIREMENTS

### 4.1 Dome and related structures

#### 4.1.1 Rigging and Structural

- (a) Equipment and plant
- (b) All rigging equipment required has to have up to date, inspected and testing certification
- (c) Rigging equipment required has to be used within manufacturer limits
- (d) Rigging equipment required has to be free of any defects

#### 4.1.2 Dome steel frame structure and related structures

- (a) All structures are required to be safe and factor in wind, rain, landscape and adverse weather conditions into the design
- (b) Drawings of any structures are required to be made available in advance to Department of Public Works and Infrastructure (DPWI) for design consideration, repository and archive purpose. Date to be communicated

### 4.5 Crew

#### 4.5.1 Accreditation

- (a) All crew must be accredited before access to the site will be granted. The service provider will furnish DPWI with all the required details of staff within 48 hours of appointment for SSA clearance
- (b) The service provider is required to have back-up crew in place if SSA clearance is refused to crew members

#### 4.5.2 Technical crew

- (a) OHS compliance officer is required to be on site at all times
- (b) All crew must wear the required safety gear on site with clearly distinguishable clothing and accreditation badges at all time
- (c) Crew working on heights must have all the necessary safety gear and harnesses
- (d) The service provider is responsible for all crew meals and refreshments

- (e) Cranes and Forklift operators must have a thorough knowledge and experience in operation of their plant and equipment

#### **4.5.3 Decision making**

- (a) The decision making authority of the service provider is required to be on site at all times for consultation with the DPWI

#### **4.5.4 Flowchart**

- (a) A detailed flowchart on the chain of command must be produced and attached to the tender document (**Annexure C**)

### **4.6 Work Schedule**

#### **4.6.1 Detailed proposed work schedule from load-in to load-out must be**

Attached to the tender document (**Annexure C**)

- (a) 5 day Service and stock-taking
- (b) 5 day Repair and replace
- (c) 5 day Manufacturing
- (d) 10 day Supply and installation

#### **4.6.2 Transport**

- (a) The service provider will supply all transport for equipment on and off the site
- (b) Transport of all crew is the sole responsibility of the service provider

#### **4.6.3 Security**

- (a) The service provider is responsible for the security of equipment
- (b) DPWI do not carry any responsibility for damage or loss of equipment
- (c) The service provider is responsible for the security of personnel
- (d) DPWI does not carry any responsibility for injury or death of personnel

#### **4.6.4 Certification**

- (a) Structural Engineer's Certification, all statutory compliance, Structural designs and requirements are required to factor in wind, rain and adverse weather conditions and be certified by a Structural Engineer.
- (b) The OHS safety files, data, drawings and the written original certificate with all the Engineers' details must be handed to the dedicated DPWI official on site

#### **4.6.5 Insurance**

- (a) It is the responsibility of the service provider to secure insurance cover on all equipment on site. The DPWI will not entertain any claims in this regard.
- (b) It is the full responsibility of the installer to have Works Insurance cover to cover any damages to the Dome during installation.

#### **4.6.6 Liabilities**

- (a) The service provider must have an unlimited public liability insurance.

#### **4.6.7 Penalties**

##### **4.6.7.1 Removal**

- (a) Any property belonging to the service provider not removed within the specified period will be removed by DPWI and all costs charged to the service provider

##### **4.6.12.1 Damages**

- (a) The service provider will be liable for all costs for repair or replacement of any damage to property on the site and its surrounding, the site is located in Heritage Protection Overlay Zone.

## **5 TECHNICAL SERVICE REQUIREMENTS**

### **5.1 Rigging and structural**

#### **5.1.1 Dome frame structure**

- (a) Dome dimensions: 87x36m with floor area of 2410sqm
- (b) Dome arch mid-point height approximately 15m high, depending on surface gradient (it might be higher)
- (c) Any visible scratches on the galvanized steel frames to be toughed up with similar rust resistance paint coating prior to assembly and fixing.
- (d) Aluminium frame sliders to be cleaned, serviced to a functional state

#### **5.1.2 Duraskins (tarpaulins) replacements**

- (a) All skins to be inspected for damages, scratches or perforations to be repaired prior to installation
- (b) All skins to be thoroughly cleaned and prepared for installation

- (c) All hooks and pull points to be inspected and tested for structural stability
- (d) All skins to be free of marks and stains

#### **5.1.3 Alumunium dome doors**

- (a) Eight (08) sets of purpose made durable alumunium doors with alumunim frame to fit opening of 6000x2400mm high for all the dome openings, or as confirmed on site
- (b) Doors to be fitted with durable handles and ironmongery, door stops, self-closure mechanism and door restrainer

#### **5.1.4 Shop drawings**

The successful bidder will be required to submit shop drawings for all structures within the time line that will be stipulated by the department.

#### **5.2 Crew**

- a. The Project Manager assigned for the project to be competent and knowledgeable of the site installation operations.
- b. Technical staff / team leaders shall be competent and duly qualified.
- c. Labor (General crew) shall be instructed and trained in their duties before site deployment.

#### **5.3 Transport**

- (a) All transport to be provided by the service provider

#### **5.4 Security**

- a) Must be a registered security company.
- b) Must ensure correct and on time deployment of guards.
- c) All guards to be qualified and registered with the relevant body.

#### **5.5 Certification**

- (a) Structural Engineers to ensure statutory application and approvals, Certification must be supplied at least 3 days before the handover of the facility
- (b) OHS Certification must be supplied 3 days before the handover



## 6. COMPLIANCE

**The following requirements must be complied with and be included in the tender price:**

- (a) Ensuring that the dome structure, skins and aluminium doors are according to an approved project plan.
- (b) Ensure statutory compliance, engineering certification and electrical certification (COC) and drawings. (2x copies electrical, structural, OHS layouts/drawings).
- (c) Security during construction must be provided by the service provider to secure all equipment and infrastructure.
- (d) A technical / infrastructure - operations / standby crew must be provided at the site from the start to completion of installation period.
- (e) Public Liability must be provided, including all risk insurance for all structures on site during installation.
- (f) All materials and equipment must be secured at the cost of the service provider.
- (g) All equipment to be utilized for the erection of the infrastructure e.g. cranes, riggers etc.
- (h) The successful service provider will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended

## 7. GENERAL

**The following general requirements must be complied with:**

- (a) **Annexure C – Construction program and technical crew**

A construction program reflecting detailed operations and due dates must be submitted with the tender at the day of tender closure.

A technical staff structure diagram reflecting the levels and capacity of technical operation for this event must be submitted with the tender at the day of tender closure.

- (b) **Status report**

Weekly written status reports must be provided.

- (c) **Noise Pollution and damages to the site and surroundings**

The Service provider must comply with statutory requirements to control sound pollution within the boundaries of the event. Any damage to the site and its surroundings needs to be repaired prior to site hand over.

- (d) **Close out report**

Upon completion of the installation a close out report with photographic images of the focus points of the site should be handed to DPWI by the service provider. NO final

payments will be made if the said report with as-built drawings are not submitted to DPWI.

(e) **Operating hours**

The Project Manager of the service provider must render the required services in accordance with the approved DPWI project plan.

(f) **FOR NOTING**

The Department reserves the right to cancel this contract in part or in whole. As well as change the venue to a reasonable extend.

## 8. RESPONSIBILITIES

### 8.1 DPWI: The Departmental project manager(s), who are concerned with arranging of the project will be responsible for:

- (a) Providing the necessary detail and information so that the required service requirements are understood.
- (b) Rendering all reasonable assistance in executing the service.
- (c) Granting the service providers access to the areas upon prior appointment facilitated through DPWI or DPWI appointed person.

### 8.2 Service Provider: The personnel, who are concerned with arranging the project will be responsible for:

- (a) Executing services as stipulated above.
- (b) Suggesting alternative arrangements if requested service is not available, or if it can be proven that with deviations to original arrangements, financial savings can be realised.
- (c) Timeous delivery of services as stipulated on approved project plan.
- (d) Upon request from the Department remove, any resource employed, from site should the service rendered by the resource not be in accordance with Departmental requirements.
- (e) Provide temporary portable ablution facilities at own cost for ALL staff employed by the service provider and supply own office equipment to ensure smooth operation of service provided.
- (f) Timeous submission of correct detailed invoices for rendered services in order for payment to be effected by DPWI within 30 days of receipt as per tender stipulation.
- (g) Timeous submission of the required management reports as required.

- (h) Ensuring confidentiality in respect of all arrangements concerning the installation and all persons.
- (i) Ensuring negotiations with suppliers of all services to the benefit of DPWI.
- (j) Any additional infrastructure required by service provider will be for their own account.
- (k) Any damage to the buildings, gardens and surrounding areas will be for the service provider's account.
- (l) Provide a secure area for storage of equipment at service providers own cost.

## 9. SPECIAL CONDITIONS OF THE TENDER

The following special conditions will be applicable to this tender and must be complied with for the tender to remain valid:

- (a) Submission of ECSA registered professional Structural Engineer
- (b) Submission of SACPCMP registered OHS practitioner
- (c) The department reserves the right to negotiate prices that are found to be above market related costs
- (d) The department reserves the right to issue the contract in full or part thereof or cancel the tender
- (e) The department reserves the right to inspect or validate the existence and legitimacy of the bidder's workshop or facilities.
- (f) The bidder to submit confirmation in proving delivery of the Dome skins and Aluminium doors within contract period.

## 10. FUNCTIONALITY CRITERIA

Functionality criteria: <sup>1</sup>	Weighting factor:
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

<p><b>4.1 Experience of the Company:</b></p> <p>The bidders must attach a Company Profile with successfully completed Dome structures or similar modular temporary structures (Similar structures described as: Hemispherical structure composed of a self-supported frame and outer covering to create shelter in a modular system), marquees excluded.</p> <p>Company profile to reflect the following:</p> <p>a) Demonstration of Dome installations of a similar size and nature (min. 1500sqm)</p> <p>b) The company must demonstrate proven track record and capacity (skill) to install, manage and oversee execution of successful quality work in urban context.</p> <p>c) Bidder to submit proof of successfully completed projects references (letters, completion certificate, occupation certificates of previously completed projects)</p> <p>5 or more installations = 5 points 4 installations = 4 points 3 installations = 3 points 2 installations = 2 points 1 installations = 1 point</p> <p>The above will be evaluated as a cluster (Company Profile with: Similar Dome size, Capacity, References), none submission of any of the above will results in 0 points</p>	<p><b>30</b></p>
<p><b>4.2 Skills and Experience of the Installation Manager (Project Leader):</b></p> <p>The bidder must submit with the tender: Installer's / Rigger's (Project Leader) experience and indicate contactable references in the CV. The CV to demonstrate the following:</p> <p>a) Previously managed installations of Domes or similar temporary modular structures, similar in size min. 1500sqm (excluding marquees)</p> <p>b) Number of years of experience in the above role</p> <p>c) Contactable references</p> <p>Proven experience within the past 10 years from the closing date of this tender:</p> <p>5 installations or more = 5 points 4 installations = 4 points 3 installations = 3 points 2 installations = 2 points 1 installations = 1 point</p> <p>The above will be evaluated as a cluster (CV with: Similar dome structure experience, number of years of experience and contactable references), none submission of any of the above will results in 0 points</p>	<p><b>30</b></p>

<p><b>4.3 Resources and equipment:</b></p> <p>The bidder must submit with the tender a detailed verifiable list of rigging equipment and tools for a successful installation. Resources not only limited to Annexure B of this document (Details &amp; Specifications of the Plant, Equipment and Tools) including the following:</p> <p>a) Lifting crane for heights over 20m with lifting capacity of over 30tons b) All terrain forklifts (3tons or more) c) Lifting hoists d) Power tools</p> <p>A comprehensive list with all of the above = 5 points An incomplete list without any of the above = 0 point</p> <p>The above will be evaluated as a cluster (a to d) none submission will results in 0 points</p>	<p style="text-align: center;"><b>30</b></p>
<p><b>4.4 Bank Rating:</b></p> <p>The bidder must submit with the tender a bank stamped / electronic stamped rating letter (the letter not to be older than 6 months from the date of tender closing)</p> <p>Rating A = 5 points Rating B = 4 points Rating C = 3 points Rating D = 2 points Rating E = 1 point</p> <p>None submission of any of the above will result in 0 points</p>	<p style="text-align: center;"><b>10</b></p>

Bidder has to score minimum of 65 points to be eligible to the next stage of evaluation.

Name of Bidder	Signature	Date

**ADMINISTRATIVE INQUIRIES:**

**Supply Chain Management**

**Contact Person: Katlego Manamela (SCM PRACTITIONER)**

Tel: 012 406 1776 / 077 608 7353

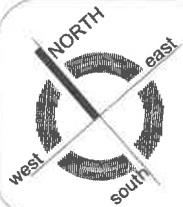
**TECHINICAL INQUIRIES:**

**Professional Services**

**Contact Person: RAKAU LEKOTA (Project Manager)**

Tel: 082 881 9467

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



## SCALE 1:250

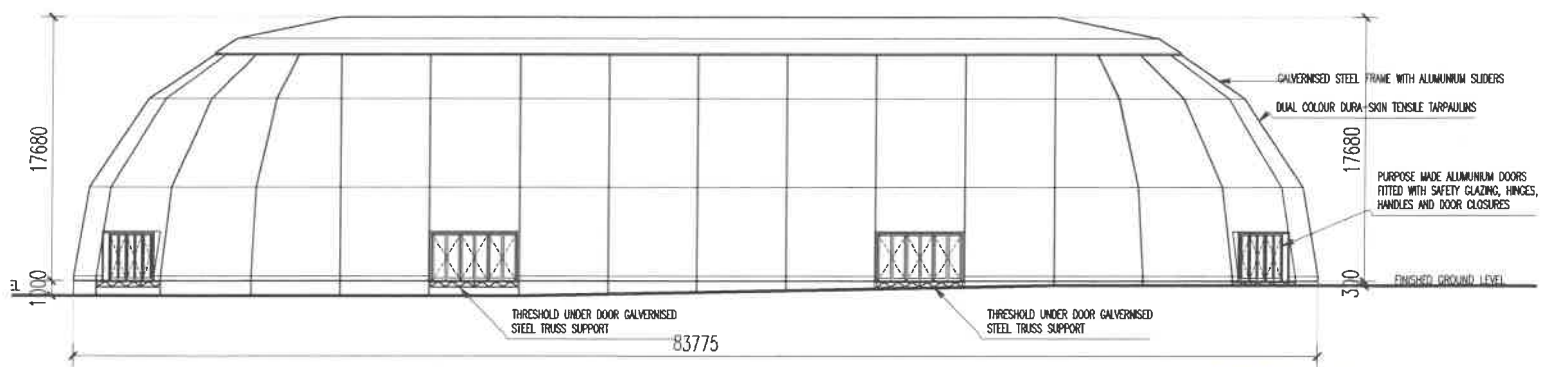
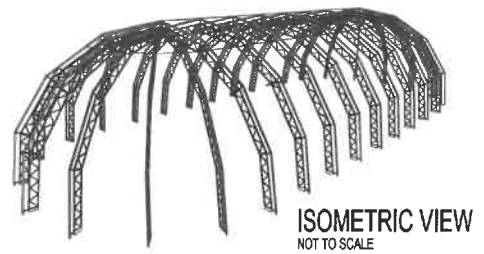
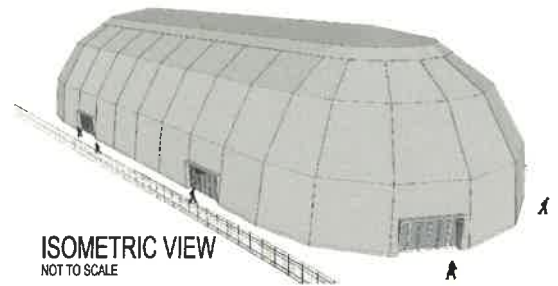
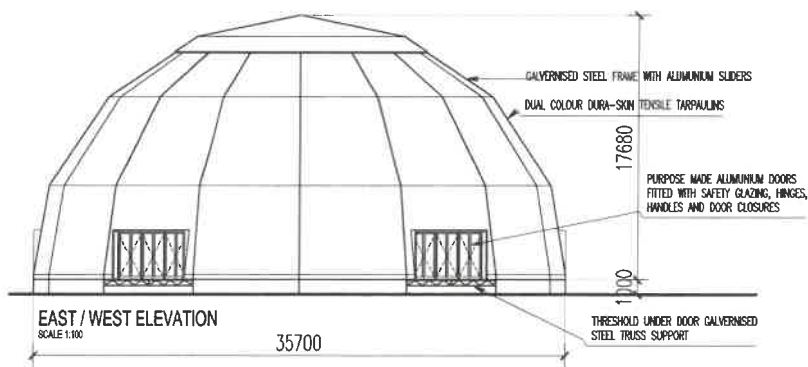
2 410 sqm



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NDPWI - DOME STRUCTURE





## NDPWI - DOME STRUCTURE



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# ANNEXURE - A



## public works & infrastructure

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### CAPE TOWN: DOME STRUCTURE INSTALLATION

#### PRICING SCHEDULE



**Prepared for:**

National Department of Public Works and Infrastructure  
Prestige Directorate  
Pretoria Regional Office

**Date:** 17/10/2024

**Prepared by:**

Anam Manyatela: PrQS  
CPM Directorate  
Pretoria Regional Office



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## **CONTENT PAGE**

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2	SUMMARY PAGE	2
3	SCHEDULE OF RATES	3



# public works & infrastructure

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## **NOTES AND DEFINITIONS**

### **1. PROFESSIONAL CONSULTING TEAM**

**1.1 Project Manager**

Department of Public Works and Infrastructure

**1.2 Architects :**

Department of Public Works and Infrastructure

**1.3 Structural & Civil Engineers:**

Department of Public Works and Infrastructure

**1.3 Contractor**

To be confirmed

**1.4 Quantity Surveyor:**

Department of Public Works and Infrastructure

**1.5 Electrical Engineer:**

Department of Public Works and Infrastructure

**1.6 Mechanical Engineers:**

Department of Public Works and Infrastructure

### **2. SCOPE OF WORK**

Scope of work is limited to the installation of the dome shell which entails: assessing the condition of the existing dome and stock taking, servicing and maintenance, replacement of dome skins, installation of 8 Aluminium doors and all necessary P&Gs

### **3. ESTIMATE FORMAT**

Pricing Schedule

### **4 PROJECT DURATION**

14 days

### **4. SPECIFICATION**

The pricing schedule is prepared by NDPWI for installation of existing dome in Cape Town

### **5. EXCLUSIONS**

Delivery of Dome to Cape Town site is excluded. As well as fitment of all internal finishes, plumbing and drainage mechanical work, electrical work and furniture

### **6. DISCLAIMER**

This pricing schedule is subject to change if there are any changes to the specification or scope of work as well as when the extent of damage to the dome is assessed and known. This pricing schedule is exclusively for the use and benefit for the National Department of Public Works and Infrastructure and is not for the use or benefit of, nor may it be relied upon by, any other person or entity. The contents of this estimate may not be quoted in whole or in part, or distributed to any person or entity other than the National Department of Public Works and Infrastructure.



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### CAPE TOWN: DOME STRUCTURE INSTALLATION

#### Summary Page

Item no	Description	Amount
1	Preliminaries and General	
2	Dome Installatiom	
3	Occupational Health and Safety	
4	Contingencies	R 200,000.00
SUB TOTAL EXCLUDING VAT		
VAT 15%		
TOTAL TENDER AMOUNT		



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## CAPE TOWN: DOME STRUCTURE INSTALLATION

### Pricing Schedule for Dome Structure Installation

Items	Specification:	Unit	Quantity:	Rate	Amount
<b>Preliminaries and General</b>					
1	Site Establishment	Provision of site representative, necessary accommodation (office, storage, eating area, ablutions, etc.) hoarding, notice board, access to site, programs and all compliance administration	item	1	
2	Insurances	Provision of works and liability insurance for the duration of the project as per tender document	item	1	
3	Site utilities	Provision of water, electricity, telecommunications, and waste/surplus material removal from site, transportation and fuel	item	1	
4	Equipment, Tools and Plant	Plant hire for rigging tools, crane (80ton lifting, 60m reach, 3ton all terrain forklift, etc.)	item	1	
5	Security during construction	Provision of security during construction day and night shifts	item	1	
6	Cleaning	Provision for cleaning of the works during and after installation	item	1	
7	Structural Compliance	Provision of statutory applications and Certificate of Compliance for structural installation of the dome.	item	1	
<b>Total for Preliminaries and General</b>					

### DOMESTRUCTURE INSTALLATION

8	Skins replacement	Purchase and delivery of tarpaulin tensile skin fabric "Verseidag - Duraskin" or similar approved type with black interior and white exterior: 12 x Mains (48x5.95m), 18 x Mains door (2.9x5.95m), 14 x Dome trapezoid (23.7 x 6.922 x 1.183m), 4 x Dome trapezoid (20.7 x 6.733 x 1.183m) and 2 x Semi circle End-Caps	item	1	
9	Assessment and stock taking	The Dome consists of over 13000 items on the material list, therefore prior installation, all components needs to be counted, inspected and assessed for functionality	item	1	
10	Labour and making good of site for the complete installation of dome	Provision of labour for the installation of the dome steel structure, purchased tarpaulin skins and doors complete according to architectural and structural specification. Labour to be done by skilled and certified riggers with competency of working on heights over 15m. Making good of all damaged surfaces due to installation of dome	item	1	

11	Dome aluminium double doors	Supply of silver powder coated alumunim double door and frame with 8mm thick laminated safety glass, door fitted with self closing mechanism, handles, hinges and facias as per attached architectural door schedule	no	8		
12	Servicing and Maintenance	Provide the amount of R300 000.00 (Three hundred thousand rands) for all the damaged dome components to be serviced and repaired or replaced to Achirect's specification.	item	1	R300,000.00	R300,000.00
13	Profit and Attendance	Profit and attendance for servicing and maintenance of dome	item	1		
14	<b>Total for Dome Installation</b>					
Occupational Health and Safety						
15	Medics on site	Provision of emergency ambulance and paramedics on site during the construction process (riggings and working on heights)	item	1		
16	OHS officer	Provision of OHS officer for the duration of the project	item	1		
17	OHS File	Provision of OHS file to be approved by NDPWI OHS Agent	item	1		
18	PPE	Provision of all necessary PPE for artisans, labourers and staff on site. (as per OHS act)	item	1		
19	Medicals	Provision of initial and exit medical examinations for all on site workers	item	1		
20	First Aid box	Provision of first aid box for the duration of the project	no	1		
	<b>Total for Occupational Health and Safety</b>					
Contingencies						
21	Contingencies	Allow an amount of R 200 000 (Two hundred thousand rands) for any contingencies to the project	item	1	R200,000.00	R200,000.00



# ANNEXURE B

## ANSWER SHEET

CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION

### SECTION 3 : BID RESPONSIVENESS REQUIREMENTS



#### Details & Specifications of the Plant (Equipment and Tools)

Qty	Make	Model	Description	Spec
-----	------	-------	-------------	------

#### 8-Bay Dome installation (2400sqm) - CAPE TOWN

(a) Dome: Rigging and structural

Rigging tools

--	--	--	--	--

Power Tools

--	--	--	--	--

Tools

--	--	--	--	--

Power Tools

--	--	--	--	--

Equipment

--	--	--	--	--

Forklifts

--	--	--	--	--

Cranes

--	--	--	--	--

Other

--	--	--	--	--

Other Tools


ANNEXURE C1

ANSWER SHEET

CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION

SECTION 3 : BID RESPONSIVENESS REQUIREMENTS



Proposed Construction Program and Technical crew (Bidder to be prepared to work through builder's holiday)			
Venue	Item / Infrastructure component	Date of commencement / No.	Date of completion / No.
CAPE TOWN	Stock taking		
	Assessment		
	Maintenance		
	Repairs		
	Replacements		
	Installation		
	Skins		
	Doors		
	Certification		

## ANNEXURE C2

### CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION SECTION 3 : BID RESPONSIVENESS REQUIREMENTS

#### TECHNICAL CREW CAPACITY / FLOWCHART

ANSWER SHEET

<b>PROJECT MANAGER</b> Name: _____ Position: _____ Experience (no. years): _____	
<b>CAPE TOWN TECHNICAL VENUE MANAGER</b> Name: _____ Position: _____ Experience (no. years): _____	
<b>CAPE TOWN TECHNICAL VENUE MANAGER</b> Name: _____ Position: _____ Experience (no. years): _____	<b>DOMES ERECTION</b> Name: _____ Position: _____ Experience (no. years): _____
<b>SKINS</b> Name: _____ Position: _____ Experience (no. years): _____	<b>ALUMINUM DOORS</b> Name: _____ Position: _____ Experience (no. years): _____
<b>RIGGING</b> Name: _____ Position: _____ Experience (no. years): _____	<b>EQUIPMENT</b> Name: _____ Position: _____ Experience (no. years): _____
<b>ENGINEER</b> Name: _____ Position: _____ Experience (no. years): _____	<b>OHS</b> Name: _____ Position: _____ Experience (no. years): _____
<b>SECURITY</b> Name: _____ Position: _____ Experience (no. years): _____	

## ANSWER SHEET

CAPE TOWN: DOME SHELL STRUCTURE INSTALLATION  
ANSWER SHEET

### SECTION 3 : BID RESPONSIVENESS REQUIREMENTS

[illegible]