



TENDER

INVITATION FOR EXPRESSION OF INTEREST FOR THE APPOINTMENT OF TURNKEY CONTRACTS TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE AND CONSTRUCTION PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE

SCMU5-23/24-0115

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 28 MARCH 2024

TIME: 11:00 am

Department of Public Works and Infrastructure
Independence Avenue
Qhasana Building
Bhisho
5605





T1.1 Tender Notice and Invitation to Tender

A. INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF TURNKEY CONTRACTS TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE AND CONSTRUCTION PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE

The Eastern Cape Department of Public Works and Infrastructure hereby invites service providers with a CIDB Grading **7 or Higher** in the following classes of construction works **General Building (GB) or Civil Engineering (CE)**, to submit their proposals.

Bid documents are downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from the National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **16 February 2024**. No bid documents will be available at departmental offices.

NO - compulsory briefing meeting will be held.

Queries relating to the issue of these documents may be addressed in writing to SCM email: supply.chain@ecdpw.gov.za Technical **enquiries**: may be addressed in writing to Mr. K. Kanana Cell: 071 672 4487, 040 602 4511 email: Khanyisa.Kanana@ecdpw.gov.za.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked "**SCMU5-23/24-0115**": "**INVITATION FOR EXPRESSION OF INTEREST FOR THE APPOINTMENT OF TURNKEY CONTRACTS TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE AND CONSTRUCTION PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE**". Bid documents must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.**

C. BID EVALUATION:

This bid will be evaluated in Three (3) phases as follows:



Phase One: Functionality will be applied as a prequalification criterion. A minimum of 70 out of the possible 100 is required to be evaluated any further.

Phase Two: Compliance, responsiveness to the bid rules and conditions.

Phase Three: Bidders passing all stages above will thereafter be evaluated on Preferential Procurement Policy Framework Act (PPPFA),

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	90 points
Maximum points Specific Goals	-	10 points
Maximum points	-	100 points

D. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Email Address: supply.chain@ecdpw.gov.za

TECHNICAL ENQUIRIES

Mr. K. Kanana

Tel No: 071 685 7057

Email Address: Khanyisani.Kanana@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-23/24-0115		CLOSING DATE:	28 MARCH 2024	
DESCRIPTION:	INVITATION FOR EXPRESSION OF INTEREST FOR THE APPOINTMENT OF TURNKEY CONTRACTS TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE AND CONSTRUCTION PROJECTS THROUGHOUT THE EASTERN CAPE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED " TENDERS ", BHISHO.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Mr. Khanyisani Kanana	
TELEPHONE NUMBER			TELEPHONE NUMBER	071 685 7057	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za		E-MAIL ADDRESS	Khanyisani.Kanana@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		[TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....
(Proof of authority must be submitted e.g. company resolution)

DATE:



BACKGROUND

The Eastern Cape Department of Public Works & Infrastructure (ECDPW) is committed to delivering, infrastructure, and construction opportunities through integrated, sustainable infrastructure and construction projects. To achieve this vision, ECDPW aims to appoint TURNKEY CONTRACTS, to facilitate the efficient and effective implementation of projects within the province.

ECDPW invites service providers with experience in infrastructure and construction projects to express their interest in the execution of such works. The scope of work shall include the full range of services associated with the Public Works Infrastructure Program. The appointment of this TURNKEY CONTRACTS aims to ensure a streamlined and efficient procurement process for engaging qualified service providers, promote transparency and fairness in the procurement process, foster a competitive environment for service providers, and enhance the quality and timeliness of project delivery within the province.

Since 1994, national priority projects have been used across sectors to reduce poverty in townships. The priority has been to increase the supply of public infrastructure at an accelerated pace and to develop sufficient infrastructure to close the gap between the existing infrastructure and the infrastructure that is needed. ECDPW recognizes the critical role of the private sector in achieving this goal. Lessons learned about project management and implementation highlight the importance of well-planned and executed priority projects to deliver infrastructure at an accelerated pace.

Balanced partnerships, effective contracting and governance, a clear empowerment and transformation pathway, and shared risk and proceeds among all parties are critical to project success.

1. THE OBJECTIVES AND PURPOSE OF THE RFP

- 1.1. The Eastern Cape Province is faced with significant infrastructure shortages, leading to inadequate living conditions, and a lack of access to essential services and social infrastructure for a substantial portion of the population. This situation has exacerbated social inequalities and adversely impacted on the overall socio-economic growth of the province.
- 1.2. ECDPW is issuing this RFP to appoint TURNKEY CONTRACTS to facilitate the efficient and effective implementation of projects within the province. The selected TURNKEY CONTRACTS will help bridge the gap in the infrastructure and construction backlog and address the infrastructure needs of the province.
- 1.3. The TURNKEY CONTRACTS will assist ECDPW in addressing the infrastructure and project needs.



Their services will be crucial in the planning, engineering, procurement, construction, and management of these projects, leading to the successful delivery of infrastructure and the alleviation of the infrastructure backlogs.

- 1.4. The primary purpose of appointing TURNKEY CONTRACTS is to address the spatial imbalances and infrastructure shortages within the various municipalities of the Eastern Cape Province. By doing so, the selected TURNKEY CONTRACTS will contribute to improving the living conditions and quality of life for residents across the province. By addressing the current infrastructure and construction needs, the province can work towards creating more equitable, accessible, and sustainable towns that promote social cohesion, economic growth, and overall well-being for all its residents.

2. TURNKEY CONTRACTS

- 2.1. The TURNKEY CONTRACTS will be responsible for project implementation and management of conveyancers, consultants, contractors, and other service providers. Their responsibilities will include project planning, design management, procurement, coordination, project monitoring, quality management, claims management and reporting to ensure the timely and successful completion of projects.

3. REQUIREMENTS OF RFP SUBMISSION

3.1 TURNKEY CONTRACTS

All Respondent's responding to the submission should be addressing the following (where applicable, the appropriate documents must be attached):

- 3.1.1. Cover Letter: A professional cover letter that introduces the TURNKEY CONTRACTS firm and highlights its interest in the RFP.
- 3.1.2. Project and Consulting Team: A detailed description of the project team and professional consulting team, including the roles, qualifications, and experience of each member. The team should include, but is not limited to the following professionals: Principal Program Coordinator, Principal Engineer, Construction Project Manager, Engineering Technologist, Senior Admin Officer, Chief Town Planner, GIS Specialist, Software Engineer, Environmental Specialist, Accountant, Conveyancer, Civil Engineering, Electrical Engineering, Geotechnical Engineers, Traffic Engineers, Land Surveyors, Town Planners, Quantity Surveyors, Architects, OHS Specialists, and Urban Designers, etc.
- 3.1.3. The following information should be submitted for each in-house professional or



consulting firm:

- (a) Company names and profiles;
- (b) Company representative's details (including contact details);
- (c) Company's assigned professionals' CV's, ID's, qualifications and professional registrations;
- (d) Applicable professional disciplines for which each company is appointed.

3.1.4. Experience of the TURNKEY CONTRACTS: A list of the TURNKEY CONTRACTS experience in executing any public sector projects. Track record can include Town Planning, Services, Top Structures and other Infrastructure and Construction projects.

3.1.5. Locality of the TURNKEY CONTRACTS: Proof of the TURNKEY CONTRACTS local Eastern Cape office.

3.1.6. TURNKEY CONTRACTS returnable documents: The TURNKEY CONTRACTS must provide the following documents as part of the submission.

- 3.1.6.1. CSD Registration
- 3.1.6.2. CIDB Registration: **CIDB grading 7 or Higher, in General Building (GB) or Civil Engineering (CE)**. (Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)
- 3.1.6.3. Latest 3 years Audited Financial Statements: Latest annual turnover for the year 2022/2023 should exceed R 50 million. (Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)
- 3.1.6.4. Tax Compliant Certificate
- 3.1.6.5. VAT Registration
- 3.1.6.6. COIDA Certificate
- 3.1.6.7. Health and Safety Declaration
- 3.1.6.8. NHBRC Registration
- 3.1.6.9. Professional Indemnity
- 3.1.6.10. Company Registration Documents
- 3.1.6.11. Shareholders Agreement
- 3.1.6.12. Shareholding Declaration signed by the accounting officer
- 3.1.6.13. Directors Identity Documents
- 3.1.6.14. Municipal Rates and Taxes
- 3.1.6.15. Health and Safety Declaration
- 3.1.6.16. Company Profile



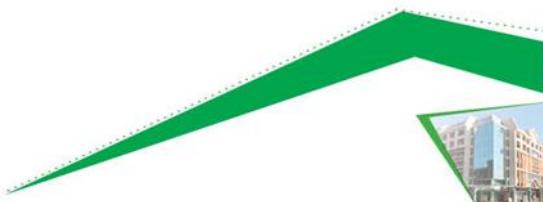
- 3.1.7. Project Methodology and Method Statement: An in-depth description of how a typical project of this nature will be managed, from Inception to Close Out.
- 3.1.8. Procurement Methodology: details of how procurement of Local Contractors, Local Engineers and all other Local Service Providers will be done.
- 3.1.9. Project Management System: A detailed description of the project management system to be used, highlighting its capabilities and how it will facilitate information access for the Employer.
- 3.1.10. Impacts Plan: A comprehensive plan addressing the TURNKEY CONTRACTS primary economic, social, and environmental impacts, demonstrating their commitment to sustainable development and the well-being of the community.
- 3.1.11. Empowerment and Local Beneficiation Plan: A robust plan outlining the TURNKEY CONTRACTS commitment to promoting the economic empowerment of black individuals, including black women, youth, and persons with disabilities. The plan should also emphasize local beneficiation, ensuring that the project brings tangible benefits to the local community and contributes to socio- economic development.

4. SCOPE OF WORKS

- 4.1. The TURNKEY CONTRACT specific scope of work is as detailed below:

- 4.1.1. Project managing contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The TURNKEY CONTRACTS will be responsible for project management of contractors, engineers, architects, quantity surveyors and any other consultants or service providers who will work on various infrastructure projects.
 - 4.1.2. Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The TURNKEY CONTRACTS will monitor the progress of contractors, architects, quantity surveyors and any other consultants or service providers to ensure that they adhere to delivery schedules and cash flow requirements.

- 4.1.3. Monitoring contractors, engineers, architects, quantity surveyors and any other consultants or service providers on compliance with contractual obligations: The TURNKEY CONTRACTS will ensure that contractors, engineers, architects, quantity surveyors and any other consultants



or service providers comply with their contractual obligations to ensure the successful completion of infrastructure projects.

4.1.4. Reviewing and approving contractors, engineers, and service provider invoices: The TURNKEY CONTRACTS will review and approve contractors, engineers and service providers invoices to ensure that the work has been completed according to the contract terms, project schedule, and quality requirements.

4.1.5. Deploying an innovative user-friendly project and program management system: The TURNKEY CONTRACTS will deploy a project and program management system that is not only innovative, but also easy to use and provides relevant reporting for regional and senior management throughout ECDPW.

4.1.6. Introducing a system where ECDPW will have access to live dashboards and performance information on projects: The TURNKEY CONTRACTS will introduce a live dashboard system that will provide ECDPW with access to project performance metrics and key indicators in real-time.

4.1.7. Deploying a live GIS System on all projects under construction: The TURNKEY CONTRACTS will deploy a Geographic Information System (GIS) to provide an integrated and interactive mapping platform that supports decision-making processes for all infrastructure projects.

4.1.8. Appointing professional consultants: If requested by the Client, the TURNKEY CONTRACTS shall appoint professional consultants, such as civil engineers, structural engineers, quantity surveyors, electrical engineers, and architects, who will assist in the preparation of all construction documents required to execute infrastructure projects, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).

4.1.9. Appointing suitable contractors for the execution of the construction works: If requested by the Client, the TURNKEY CONTRACTS shall appoint suitable contractors for the execution of the construction works, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).

4.1.20. Facilitating and assisting with the submission of Infrastructure delivery proposals: The TURNKEY CONTRACTS will assist with the submission of infrastructure delivery proposals by various municipalities and other government departments in line with their Infrastructure Delivery Plans.



4.1.21. Identifying project viability and state of readiness: The TURNKEY CONTRACTS will work with various municipalities and other government departments to identify project viability and readiness for infrastructure projects.

4.1.22. Engaging with relevant sector partners: The TURNKEY CONTRACTS will engage with relevant sector partners, including but not limited to municipalities and other provincial and national sector departments for their contribution and input in current and future infrastructure projects.

4.1.23. Suitability Analysis of Proposals: The TURNKEY CONTRACTS will analyse and advise the department on the suitability of infrastructure proposals. This will include assessing the readiness of proposed projects with regards to land, bulk services, and other feasibility imperatives. The TURNKEY CONTRACTS will also provide recommendations to ensure the efficient delivery of infrastructure projects.

4.1.24. Norms and Standards Research: The TURNKEY CONTRACTS will research, collate and recommend inputs to the projects in line with the Norms and Standards. This will ensure that infrastructure projects are developed in accordance with all standards and regulations.

4.2. Contracts Management scope will also include:

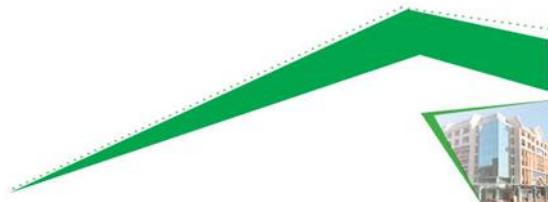
4.2.1. Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers to ensure timely delivery of projects and efficient use of funds.

4.2.2. Ensuring that contractors, engineers, architects, quantity surveyors and any other consultants or service providers adhere to contractual obligations to avoid legal disputes and ensure project quality.

4.2.3. Providing quality assurance by certifying milestones and payment of claims to ensure project deliverables meet quality standards.

4.2.4. Ensuring project inspections for the purpose of quality assurance.

4.2.5. Ensuring consistent compliance with the Quality Assurance Management Framework to maintain project quality.



- 4.2.6. Ensuring consistent compliance with the Standard Procedure for claims processing and procedures to ensure fair and timely payment of claims.
- 4.2.7. Processing claims received from contractors, engineers, architects, quantity surveyors and any other consultants or service providers within 30 days to ensure timely payment and avoid delays.
- 4.2.8. Serving as a full TURNKEY CONTRACTS responsible for receiving project funding from ECDPW and distributing it to all relevant contractors, engineers, consultants, and other service providers to ensure efficient use of funds.
- 4.2.9. Advising on the feasibility and sustainability studies of potential or identified future projects to ensure projects are viable and sustainable from feasibility to implementation.
- 4.2.10. Assisting in conducting projects contract reviews to identify any issues or concerns and address them to ensure project quality.
- 4.2.11. Developing and implementing a risk management plan to identify, assess, and mitigate potential risks and issues that may impact project delivery, including those related to health and safety, environmental impact, stakeholder engagement, and financial management, to avoid project delays and ensure project quality.
- 4.2.12. Establishing and maintaining effective communication channels with all stakeholders to ensure project goals and objectives are clearly understood, and all parties are kept informed of project progress to maintain project quality.
- 4.2.13. Providing support and guidance to municipalities and other government departments in the development and implementation of any of their infrastructure programs, including technical assistance, capacity building, and training to ensure successful project implementation.
- 4.2.14. Developing and maintaining an effective project management system that includes standardized processes and procedures, project templates, and reporting mechanisms to ensure that all projects are delivered on time, within budget, and to the required quality standards to ensure efficient project management.
- 4.2.15. Conducting regular project audits and reviews to identify areas for improvement and to ensure that project management processes are being followed, and project goals are being achieved to avoid delays and ensure project quality.
- 4.2.16. Developing and implementing a sustainability plan for each project that addresses environmental



impact, energy efficiency, waste management, and water conservation to ensure sustainable project implementation.

- 4.2.17. Developing and implementing a community engagement plan that encourages the participation of local stakeholders in project planning and implementation and fosters community ownership and support for the project to ensure successful project implementation.
- 4.2.18. Provide technical assistance and guidance to contractors and service providers on best practices in infrastructure development, including design, construction, and post-construction maintenance.
- 4.2.19. Provide regular training and capacity building opportunities to project staff, contractors, and service providers on project management, technical skills.
- 4.2.20. Develop and implement a quality management plan that includes standards and procedures for ensuring that all project deliverables meet the required quality standards.

4.3. Technical Management scope will also include:

- 4.3.1. The TURNKEY CONTRACTS will have the responsibility of appointing professional consultants to assist with the engineering and architectural designs of each project. The TURNKEY CONTRACTS will work closely with these consultants to ensure that all engineering requirements are met and that projects are completed in accordance with the engineering standards and regulations. The specific scope of work for engineering will also include:
 - 4.3.2. Reviewing engineering and architectural drawings, specifications, and designs for each project to ensure compliance with relevant codes, standards, and regulations. The TURNKEY CONTRACTS will also ensure that the designs are constructible, safe, and feasible, taking into account site conditions, local regulations, and the project's budget and timeline.
 - 4.3.3. Reviewing bill of quantities (BOQs) and cost estimates for each project to ensure accuracy and completeness. The TURNKEY CONTRACTS will also provide guidance on cost-effective solutions to optimize the project's budget without compromising quality and performance.
 - 4.3.4. Providing technical guidance and advice to contractors, engineers, and other stakeholders on engineering issues throughout the project lifecycle. This includes interpreting and clarifying project requirements, resolving technical issues and conflicts, and ensuring that all parties are aware of their roles and responsibilities.



- 4.3.5. Ensuring that all engineering work is completed in accordance with the relevant engineering standards and regulations, including but not limited to structural, mechanical, electrical, and civil engineering. The TURNKEY CONTRACTS will also ensure that all designs are reviewed and approved by relevant authorities and stakeholders as required.
- 4.3.6. Conducting regular site inspections to ensure that construction work is progressing in accordance with the project schedule and specifications. The TURNKEY CONTRACTS will also verify that all work is completed in compliance with the approved design and construction standards, and that any changes or modifications are documented and approved by the relevant stakeholders.
- 4.3.7. Reviewing engineering and architectural changes and design modifications as required and ensuring that any changes are properly documented and communicated to all relevant parties. The TURNKEY CONTRACTS will also assess the impact of any changes on the project's budget, timeline, and quality, and provide recommendations on how to mitigate any adverse effects.
- 4.3.8. Conduct quality control checks to ensure that all construction work is completed to the required quality standards. This includes performing regular quality inspections and tests, verifying that all materials and equipment meet the required specifications, and ensuring that all workmanship is of the required standard.
- 4.3.9. Preparing and submitting engineering reports to ECDPW on the progress of each project. The TURNKEY CONTRACTS will also prepare regular progress reports for the project team and other stakeholders as required, highlighting any issues or concerns, and providing recommendations for corrective action.
- 4.3.10. Ensuring that all projects are completed within the approved budget and timelines. The TURNKEY CONTRACTS will develop and maintain detailed project schedules, track progress against milestones, and identify any potential delays or cost overruns. The TURNKEY CONTRACTS will also provide recommendations on how to mitigate any adverse effects and ensure that the project is delivered within the approved scope, budget, and timeline.

4.4. Procurement scope will also include:

- 4.4.1. The TURNKEY CONTRACTS procurement activities will be carried out in accordance with the procurement policies of the Department and procedures of the PFMA. The specific scope of work for procurement will also include:
 - 4.4.2. The Preparation of Tender Documents: The TURNKEY CONTRACTS will be responsible for



preparing tender documents for the procurement of services, including engineering services, construction works, and consulting work. The TURNKEY CONTRACTS will ensure that the tender documents are comprehensive, clear, and provide sufficient information to enable potential bidders to prepare responsive bids.

- 4.4.3. The TURNKEY CONTRACTS will ensure that all procurement activities are conducted in a fair, transparent, and competitive manner and in compliance with applicable laws and regulations.
- 4.4.4. The TURNKEY CONTRACTS will be responsible for evaluating bids and proposals submitted by potential service providers, appointing them as the TURNKEY CONTRACTS.
- 4.4.5. The TURNKEY CONTRACTS will be responsible for managing the contracts awarded, including monitoring the performance of suppliers, ensuring compliance with contract terms and conditions, and resolving any issues that may arise.
- 4.4.6. The TURNKEY CONTRACTS will maintain accurate and up-to-date records of all procurement activities and contracts awarded and will provide regular reports to ECDPW on the status of procurement activities and contract performance.
- 4.4.7. The TURNKEY CONTRACTS will ensure that all procurement activities are carried out in an environmentally sustainable manner, and that suppliers are selected based on their commitment to environmental sustainability and social responsibility.
- 4.4.8. The TURNKEY CONTRACTS will manage the budget for each project within the program. The TURNKEY CONTRACTS will be responsible for the accurate recording of all project-related expenses and the management of the cash flow for each project. The TURNKEY CONTRACTS will be required to ensure that all expenses are within the approved budget and will provide regular reports to ECDPW on the financial performance of each project.
- 4.4.9. The TURNKEY CONTRACTS will develop and maintain a detailed project budget for each project, which will include all costs associated with the project, including, but not limited to, engineering fees, contractor fees, materials, equipment, and any other project-related expenses.
- 4.4.10. The TURNKEY CONTRACTS will receive invoices from contractors, engineers, architects, quantity surveyors and any other consultants or service providers for work completed on each project. The TURNKEY CONTRACTS will verify that the work has been completed in accordance with the contract terms, project schedule, and quality requirements before approving the invoices.
- 4.4.11. The TURNKEY CONTRACTS will procure all contractors and service provider under the



TURNKEY CONTRACTS and all contractors and service providers will report directly to the TURNKEY CONTRACTS.

4.4.12. The TURNKEY CONTRACTS will pay the relevant service provider invoices to the engineers, contractors and all other relevant service providers.

4.4.13. The TURNKEY CONTRACTS will maintain accurate and up-to-date financial records for each project and will provide regular financial reports to ECDPW on the status of each project's budget.

4.4.14. The TURNKEY CONTRACTS will provide financial advice and recommendations to ECDPW on project-related expenses and will work closely with ECDPW to ensure that all projects are completed within budget.

4.4.15. It will not be expected from the TURNKEY CONTRACTS to distribute any payments to contractors, engineers, or consultants if the TURNKEY CONTRACTS has not yet received the funds from ECDPW or other Departments.

4.5. Alternative Funding Mechanisms scope will include:

4.5.1 If required by the Client to assist, the TURNKEY CONTRACTS will collaborate with ECDPW and explore alternative funding mechanisms for all infrastructure programs. This may include engaging with banks and other financial institutions in South Africa, as well as international funding institutions, to identify alternative sources of funding that can be used to accelerate the execution of infrastructure projects and ease the burden on the existing national and provincial budgets.

4.5.2 The TURNKEY CONTRACTS will be responsible for preparing funding proposals and business plans for review and approval by ECDPW and other relevant stakeholders. This may include conducting feasibility studies, financial modelling, and risk assessments to ensure that proposed funding mechanisms are viable and sustainable. This will also include the drafting of business plans for the consideration of ECDPW.

4.5.3 If deemed necessary by the Client, the TURNKEY CONTRACTS will assist in negotiating alternative funding mechanisms with banks and other financial institutions on behalf of ECDPW and other Departments for the consideration and approval by ECDPW. This may include negotiating loan terms, interest rates, and repayment schedules.

4.5.4 The TURNKEY CONTRACTS will be responsible for managing the disbursement of funds to



contractors, engineers, architects, quantity surveyors and any other consultants or service providers in accordance with the terms of any alternative funding agreements.

4.5.5 The TURNKEY CONTRACTS will maintain accurate and up-to-date financial records for each funding mechanism and will provide regular financial reports to ECDPW on the status of each funding mechanism.

4.5.6 The TURNKEY CONTRACTS will also be responsible for ensuring that all funding mechanisms are in compliance with applicable laws and regulations.

5. COST OF PROPOSAL

Unless otherwise stated in the RFP, the Employer will not compensate the Respondent for any costs incurred in the preparation and submission of a proposal, including the costs of any testing necessary to demonstrate that aspects of the proposal complies with requirements.

6. ECONOMIC EMPOWERMENT AND LOCAL BENEFICIATION

In line with the State's goals to promote economic empowerment of previously and currently disadvantaged populations, the Respondent is similarly required to promote economic empowerment, primarily within the locality of the development, and through the legitimate inclusion of disadvantaged groups in all aspects of planning, delivery and ownership.

6.1. Black Economic Empowerment

The Respondent shall commit to and ensure that:

- (a) A minimum of 30% of the shareholding in the entity proposed to plan, execute and develop the project is held by black persons (black persons as defined in Broad-Based Black Economic Empowerment Amendment Act 2013 (Act No 46 of 2013)), and that such minimum level of ownership by the black persons is maintained throughout the project's lifecycle.
- (b) A minimum of 30% of the value of the project shall be procured from black persons or other legal entities owned in majority by black persons (to the extent that the 30% of value is achieved), and that such procurement shall be distributed reasonably across built environment professionals, consultants, construction material suppliers, subcontractors, laborer's, etc., so appointed or procured from, and shall be maintained throughout the project's lifecycle.



6.2. Local Beneficiation

The Respondent shall commit to and ensure that:

Wherever practically possible all goods, services and labour be procured from entities based on the following criteria: in the demarcated wards in which the development is taking place, failing which the local municipality, then district or metropolitan municipality, then province or nationally.

7. ASSESSMENT AND EVALUATION PROCESS

Functionality will be scored in accordance with the criteria set out below and a minimum of 70 out of the possible 100 is required to be evaluated any further.

Each Proposal will undergo an intensive assessment and evaluation process by the Department, which will consist of 3 distinct stages, namely:

7.1. Administrative Compliance Assessment

The Administrative Compliance stage of assessment includes, or requires that:

- 7.1.1 Administrative Compliance Check that assesses whether all the submitted proposals have observed all the rules and protocols set out in this RFP.
- 7.1.2 Has the respondent submitted all documents as outlined in the requirements of the RFP.
- 7.1.3 Eligibility Compliance Check which assesses whether the respondent have passed the minimum requirements as set out in this RFP.
- 7.1.4 It is compulsory that the Respondent meet the following minimum requirements. If a respondent does not meet these following minimum requirements, they will automatically be disqualified:

Should the Respondent not meet the minimum requirements reviewed as part of the Administrative Checks as set out in Table 01, then such Respondent shall be disqualified from the RFP process and no further evaluation shall take place. Respondents that meet the minimum requirements for Stage 1 shall proceed to be evaluated in accordance with Stage 2 criteria - Technical Compliance Assessment.

7.2. Technical Compliance Assessment

The Technical Compliance Assessment stage of the evaluation process includes or requires that:



7.2.1. The Respondent be assessed for technical compliance.

7.2.2. Technical compliance will be assessed based on functionality assessment criteria that have been developed by the Department and defined in Table 2 below. Respondent scoring below 70 of the points noted in Table 2 will be disqualified and will not be eligible for further evaluation or consideration.

Should the Respondent not meet the minimum requirements reviewed as part of the Technical Compliance Assessment, then such Respondent shall be disqualified from the RFP process and no further evaluation shall take place. Respondents that meet the minimum requirements for Stage 2 shall proceed to be evaluated in accordance with Stage 3 criteria - Price and Specific Goals Evaluation.

7.3. Price and Specific Goals Evaluation

The 90/10 preference point system

90/10 preference point system for goods or services with Rand value above R50 million

- i. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a proposal with a Rand value equal above R50 million, inclusive of all applicable taxes:

$$Ps = \frac{90 (1-Pt-P \min)}{P \min}$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender

- ii. A maximum of 10 points may be awarded to a tenderer for the specific goals specified for the tender.
- iii. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded to the nearest two decimal places.
- iv. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract must be awarded to the tenderer scoring the highest points.

- A share certificate and or CIPC information of the company might be requested to be able to verify ownership.



- Any other relevant evidence can be requested from the respondent to substantiate the claim for the 10 points from any of the above specific goals on the table.
- CSD printout must accompany all submission documents.
- Locality points will be allocated to any company with a valid and verifiable address in the Eastern Cape e.g., CIPC, SARS, Lease Agreement, Municipal Account statement etc. A lease agreement must have substantiating legitimate evidence relating to the Eastern Cape address claimed, such as proof of rental payment and receipt of rentals by both the lessee and lessor.

8. PRICE OFFERED

The TURNKEY CONTRACTOR will be entitled to a Fee percentage added to the total cost of each infrastructure project. This fee will be added to the total project cost, including contractors, engineers, consultants, and all other service providers' costs needed to execute services related to the infrastructure projects. The fee is fixed and non-negotiable.

The proposed rate is %

(Respondents are required to insert the project percentage total as indicated in the pricing schedule.)

The awarded fee percentage, shall remain fixed throughout the duration of the contract. Compensation to the respondent will be based on the aggregate group percentage. Any proposed amendments to the percentage fee must be mutually agreed upon by both parties and shall be formalized in writing.

9. DURATION

This Proposal and the execution of the identified projects shall be for a period of 60 months. The agreement will commence upon the date of signing of the Service Level Agreement (SLA) between the ECDPW and will be for a period of 60 months. All project-specific Service Level Agreements (SLA) signed during this period shall remain active until the completion date as specified in the project-specific Service Level Agreement (SLA).

10. OBLIGATION TO AWARD TO LOWEST BIDDER

The Employer reserves the right to reject any or all bids, in whole or in part, and is not obligated to award the contract to the lowest bidder. The decision to accept or reject any bid will be at the sole discretion of the Employer, who may consider various factors, including but not limited to, the bidder's qualifications, experience, financial stability, and the overall value and suitability of the bid in relation to



the project requirements. The Employer also reserves the right to negotiate with the selected bidder to achieve mutually agreeable terms before finalizing the award of the contract.

The Employer further reserves the right to cancel the bidding process at any stage without incurring any liability to the bidders.

By submitting a bid, the bidder acknowledges and agrees that the Employer's decision in this regard is final and binding.

11. CONDITIONS OF CONTRACT

11.1. Variations, amendments and additions to the Conditions of Contract as Special Conditions of Contract prescribed by the Employer will be determined for every sub-project. Each of the Special Conditions of Contract shall be cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

11.2. The following referenced Engineering and Construction Works Contract may be applicable depending on the nature of the project identified under this Appointment:

- 11.2.1. Service Level Agreements by ECDPW;
- 11.2.2. General Conditions of Contract for Construction Works (GCC);
- 11.2.3. Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/ Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
- 11.2.4. JBCC series 2000 Principal Building Agreement or Minor Works Agreement;
- 11.2.5. NEC Engineering and Construction Short Contract or NEC Engineering and Construction Contract; or
- 11.2.6. Any other bespoke conditions of contract that may be agreed upon by the TURNKEY CONTRACTOR and the ECDPW.

11.3. The standard industry forms of contract shall be used with minimal project-specific variations and additions which do not change their intended usage.

11.4. The project involves the implementation of public sector infrastructure projects in the Eastern Cape Province. ECDPW will identify infrastructure projects which are part of their project pipeline. The TURNKEY CONTRACTS will execute these identified projects in accordance with the conditions of this contract.



11.5. The TURNKEY CONTRACTS shall upon identification of any project executed through this Proposal determine the total cost of the project for the full execution of the project as specified in "Scope of Works." The TURNKEY CONTRACTS will be entitled to a fixed fee as outlined in Price Offered which will be added to the total cost of the project.

11.6. The Project Cost shall be determined by the TURNKEY CONTRACTS for each individual project and presented to the Employer for the approval of such project cost before the TURNKEY CONTRACTS can proceed with the execution thereof.

11.7. Payment of works completed shall be certified in accordance with the applicable conditions of the contract for each project and shall be effected by the Employer to the TURNKEY CONTRACTS in accordance with the provisions of the Contract. The TURNKEY CONTRACTS will subsequently make payment to the identified Service Providers responsible for the execution of the works.

11.8. The implementation of this Proposal and the execution of the identified projects shall be for a period of 60 months. The agreement will commence upon the date of signing of the Service Level Agreement (SLA) between the ECDPW and will be for a period of 60 months. All project-specific Service Level Agreements (SLA) signed during this period shall remain active until the completion date as specified in the project-specific Service Level Agreement (SLA).

11.9. The execution of this Proposal may be extended by mutual agreement between the parties, which agreement shall be binding only if and when reduced to writing and agreed to by the parties.

11.10. In line with the State's goals to promote economic empowerment of previously and currently disadvantaged populations, the TURNKEY CONTRACTS is required to promote economic empowerment, primarily within the locality of the development, and through the legitimate inclusion of disadvantaged groups in all aspects of planning, delivery and ownership.

11.11. The TURNKEY CONTRACTS shall commit to and ensure that:

11.11.1. Black Economic Empowerment

(b) A minimum of 30% of the shareholding in the entity proposed to plan, execute and develop the project is held by black persons (black persons as defined in Broad-Based Black Economic Empowerment Amendment Act 2013 (Act No 46 of 2013)), and that such minimum level of ownership by the black persons is maintained throughout the project's lifecycle.



- (c) A minimum of 30% of the value of the project shall be procured from black persons or other legal entities owned in majority by black persons (to the extent that the 30% of value is achieved), and that such procurement shall be distributed reasonably across built environment professionals, consultants, construction material suppliers, subcontractors, labourer's, etc., so appointed or procured from, and shall be maintained throughout the project's lifecycle.

11.11.2. Local Beneficiation

Wherever practically possible the TURNKEY CONTRACTS shall procure goods, services and labour from entities based in the demarcated wards in which the development is taking place, failing which the local municipality, then district or metropolitan municipality, then province or nationally.



TABLE 1: LIST OF RETURNABLE DOCUMENTS

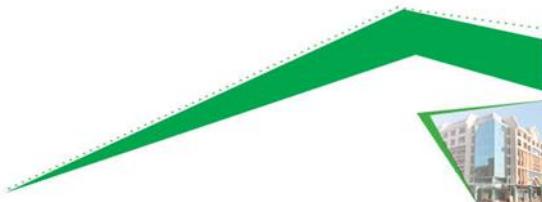
Returnable Documents marked with an X in the Yes column must be completed and submitted with the bid, failure to comply with the requirements may invalidate your bid

No	Returnable Document	Yes	No
RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE			
1	Compulsory Briefing Session Certificate	N/A	
2	Resolution of Board of Directors	X	
3	Resolution of Directors Enter into Consortia of Joint Venture(s) (if applicable)	X	
4	Special Resolution of Consortia or Joint Venture(s) (if applicable)	X	
5	Schedule of Proposed Subcontractors (if applicable)	. X	
6	Capacity of the Respondent	X	
7	All SBD Standard Bidding Documents (Completed and signed where applicable)	X	
8	Legal Joint Venture Agreement (if applicable)	X	
9	Authority to sign on behalf of the bidder on a company letterhead and/or stamped	X	
10	Central Supplier Database (CSD) Report or Number	X	
12	Company Registration documents	. X	
13	Certified Identity Documents of company Directors or Shareholders	. X	
14	Tax compliance Certificate	. X	
16	Detailed company profile	. X	
17	CV's, Qualification, and professional registration certificates of project team personnel involved on the project	X 7.	
18	Confirmation of NHBRC Registration and NHBRC Registered Engineer (Active)	X	
19	Summary of verifiable previous projects and reference letters with contact details on a company letterhead and/or stamped	X	
20	Financial Statements: Latest annual turnover for the year 2022/2023 should exceed R 20 million. (Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)	X	
21	Form of Offer (Fully completed and signed)	X	



TABLE 2: TECHNICAL ASSESSMENT CRITERIA

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA		
NO	DESCRIPTION OF SPECIFIC COMPETENCIES	WEIGHT
1	Qualification of key project team personnel involved on the project, minimum of 5 years of experience. Please attach copies of certificates and CV's	15
	• Professional Civil Engineer CV(s) attached.	
	• Professional Architect CV(s) attached.	
	• Professional Clerk of Works CV(s) attached	
	• Professional Project Management CV(s) attached	
	• Professional Electrical Engineer CV(s) attached.	
	• Professional Structural Engineer CV(s) attached.	
	• GIS Specialist	
	• Professional Town Planner CV(s) attached.	
	• Health and Safety Professional CV(s) attached.	
2	CV(s) without any attachment of qualifications mentioned above.	0
	All TURNKEY CONTRACTORs must submit CV's, Qualification / Registration Certificates with relevant bodies for the proposed professional teams to be deployed on the project.	
	TURNKEY Contractors' proven track record on experience in all Public infrastructure and construction projects. This includes completed and active projects.	20
	• Combined Projects Value Exceeds R 60 million and 200 million	
	• Combined Projects Value Between R 30 million and R 60 million	
	• Combined Projects Value Between R 20 million and 30 million	
	• Combined Projects Value Between R 0 and R 20 million	
	• Combined Projects Value less than R 20 million	
	The TURNKEY CONTRACTOR must submit the contracts or appointment letters for verification purposes. (Any falsified evidence will be subjected to Treasury Investigation that might lead to being blacklisted from doing any business with the state)	
3	Locality of TURNKEY CONTRACTOR (Attach proof of Local Provincial Eastern Cape Office)	5
4	Approach, methodology and implementation plan	20
5	Procurement Methodology	10
6	Project Management System	10



7	The TURNKEY CONTRACTORs primary (local) economic, social, and environmental impacts plan.	10
8	Empowerment and Local Beneficiation Plan	10
TOTAL POINTS FOR FUNCTIONALITY		100



PRICING SCHEDULE

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID
NO.:

CLOSING TIME 11:00
CLOSING DATE.....28 MARCH 2024

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

TURNKEY CONTRACTOR Pricing Schedule

<u>Group</u>	<u>Function Heading</u>	<u>Percentage</u>
Project Percentage	Total (A+B+C+D+E)	%
[A] Project Management	(Sum of Items 1 to 9)	%
1	Project Managing Service Providers	%
2	Monitoring Adherence to Schedules	%
3	Monitoring Compliance with Contractual Obligations	%
4	Reviewing and Approving Invoices	%
5	Deploying Project and Program Management System	%
6	Introducing Live Dashboards and Performance Information	%
7	Deploying GIS System on Projects	%
8	Identifying Project Viability and State of Readiness	%
9	Engaging with Relevant Sector Partners	%
[B] Contracts Management	(Sum of Items 10 to 24)	%
10	Monitoring Adherence to Schedules and Cash Flows	%
11	Ensuring Compliance with Contractual Obligations	%
12	Providing Quality Assurance by Certifying Milestones	%
13	Implementing Quality Management Plan and Quality Assurance	%
14	Ensuring Compliance with Standard Procedure for Claims	%
15	Processing Claims	%
16	Advising on Feasibility and Sustainability Studies	%
17	Assisting in Conducting Project Contract Reviews	%
18	Developing and Implementing Risk Management Plan	%



19	Providing Support and Guidance to Municipalities	%
20	Conducting Regular Project Audits and Reviews	%
21	Developing and Implementing Sustainability Plan	%
22	Developing and Implementing Community Engagement Plan	%
23	Providing Technical Assistance and Guidance	%
24	Providing Training and Capacity Building	%
[C] Technical Management	(Sum of Items 25 to 35)	%
25	Reviewing Engineering Changes	%
26	Reviewing Engineering and Architectural Drawings	%
27	Reviewing Bill of Quantities and Cost Estimates	%
28	Providing Technical Guidance and Advice	%
29	Ensuring Compliance with Engineering Standards	%
30	Conducting Regular Site Inspections	%
31	Reviewing Design Modifications	%
32	Conducting Quality Control Checks	%
33	Preparing and Submitting Engineering Reports	%
34	Norms and Standards Research	%
35	Ensuring Projects within Approved Budget and Timelines	%
[D] Procurement	(Sum of Items 36 to 45)	%
36	Suitability Analysis of Proposals	%
37	Preparing Tender Documents	%
38	Evaluating Bids and Proposals	%
39	Recommendation Reports for Professional Consultants	%
40	Recommendation Reports for Contractors	%
41	Maintaining Records of Procurement Activities	%
42	Financial Record Keeping and Financial Reporting	%
43	Financial Advice and Recommendations	%
44	Finalizing Contract document for Professional Consultants	%
45	Finalizing Contract document for Contractors	%
[E] Funding and Financial Management	(Sum of Items 46 to 52)	%
46	Collaborating with stakeholders for Funding/or Alternative Funding	%
47	Facilitating and Assisting with Infrastructure Proposals	%
48	Preparing Funding Proposals and Business Plans	%
49	Implement a robust financial reporting system	%
50	Managing Disbursement of Funds	%
51	Maintaining Financial Records	%
52	Ensuring Compliance with Laws and Regulations	%

The Respondent is obligated to meticulously price all items, ensuring that each Function Heading is priced within the range of a **minimum of 0.5% to a maximum of 2%**. Failure to adhere to this stipulation will result in disqualification of the respondent.

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 in the enterprise, employed by the state? **YES/NO**

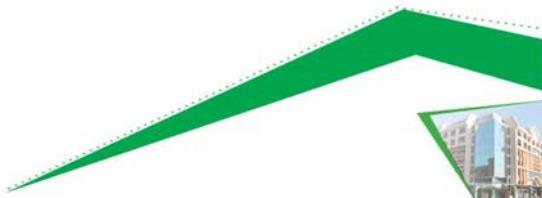
2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

furnish particulars:

2.2 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**

2.2.1 If so, furnish particulars:

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



3. DECLARATION

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

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

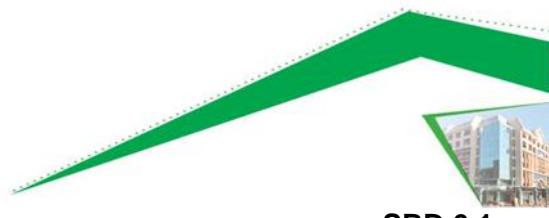
.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

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



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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a. The applicable preference point system for this tender is the **90/10** preference point system.
- b. The applicable preference point system for this tender is the **80/20** preference point system.
- c. 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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



Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below 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 1: 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 claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	3	
(b) 51% to 99% black ownership	2	
(C) Less than 51% black ownership	0	



Black women ownership:-		
(a) 100% black women ownership	2	
(b) 30% to 99% black women ownership	1	
(C) Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	2	
(b) 30% to 99% black youth ownership	1	
(C) Less than 30% black youth ownership	0	
Locality:-		
(a) Within the Eastern Cape	3	
(b) Outside the Eastern Cape	0	



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:

95.1.1.

he information furnished is true and correct; T

95.1.2.

he preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; T

95.1.3.

in the event of a contract being awarded as a result of points claimed as shown in paragraphs I

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; I

95.1.4.

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 – I

95.1.4.1. disqualify the person from the tendering process;

95.1.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; I

95.1.4.3. 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; I

95.1.4.4. 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 I



forward the matter for criminal prosecution, if dee

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