

**SECTION A  
INVITATION TO BID**

**SBD1**

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF TRANSPORT</b>					
<b>BID NUMBER:</b>	ZNB00271/00000/00/HOD/INF/21/T	<b>CLOSING DATE:</b>	08 OCTOBER 2021	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	DETAIL SURVEY FOR UPGRADING OF MAIN ROAD 16-3 FROM KM 0.000 TO KM 28.200				
<b>TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Main Entrance Foyer</b>			<b>Monday to Friday: 08:00 until 16:00</b>		
<b>172 Burger Street</b>			<b>Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the enquiries.</b>		
<b>Pietermaritzburg</b>					
<b>3201</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
<b>CONTACT PERSON</b>	Sandile Nkala		<b>CONTACT PERSON</b>	Sbekezelo Nkwanyana	
<b>TELEPHONE NUMBER</b>	033 355 8975		<b>TELEPHONE NUMBER</b>	033 355 0539 or 072 276 5658	
<b>FACSIMILE NUMBER</b>	033 355 8091		<b>FACSIMILE NUMBER</b>	N/A	
<b>E-MAIL ADDRESS</b>	Sandile.Nkala@kzntransport.gov.za		<b>E-MAIL ADDRESS</b>	Sbekezelo.Nkwanyana@Kzntransport.gov.za	
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	CODE		NUMBER		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	CODE		NUMBER		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>		<b>OR</b>	<b>CENTRAL SUPPLIER DATABASE NO:</b>	MAAA
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EME &amp; QSE) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
  - 1.4. IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.
  - 1.5. USE OF OMISSION IN THE DOCUMENT IS PROHIBITED.
  - 1.6. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.
  - 1.7. **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.”

- 3. COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE TENDER DOCUMENT**
- 3.1 SCM APPENDIX 1 INVITATION TO TENDER (SBD1 PART A)
  - 3.2 SCM APPENDIX 2 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)
  - 3.3 SCM APPENDIX 3 – OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE
  - 3.4 SCM APPENDIX 4 - PRICE INFORMATION PAGE (MUST BE SIGNED OR THE BID IS INVALID)
  - 3.5 SBD 4 - DECLARATION OF INTEREST FORM
  - 3.6 SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017;
  - 3.7 SBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT TOGETHER WITH ANNEXURE C (COMPLETED IF APPLICABLE)
  - 3.8 SBD 8 - DECLARATION OF SUPPLIERS PAST PERFORMANCE FORM
  - 3.9 SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



**transport**

Department:  
Transport  
Province of KwaZulu-Natal

## SECTION B

**Tender Notice and Invitation to Tender – ZNB00271/00000/00/HOD/INF/21/T**

**KwaZulu-Natal Department of Transport invites Professional Engineering Surveyors to bid for the Detail Survey for the Upgrading of P16-3 from km 0+000 to km 28+200**

It is estimated that interested **Professional Engineering Surveyors**, who can do the Detail Survey for the Upgrading of P16-3 from km 0+000 to km 28+200, who satisfy criteria stated in the Tender Data, may submit Tender offers. The Department reserves the right to award to multiple suppliers

Tender documents may be downloaded on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.kzntransport.gov.za](http://www.kzntransport.gov.za)

Technical enquiries relating to this document may be addressed to Mr. Sbekezelo Nkwanyana **Tel. No. 072 276 5658:**

**E-mail:** [Sbekezelo.Nkwanyana@kzntransport.gov.za](mailto:Sbekezelo.Nkwanyana@kzntransport.gov.za)

**Deadline for the submission of all technical enquiries: 30 September 2021**

The closing time for receipt of Tenders is **11h00 on 08 October 2021, KwaZulu-Natal Department of Transport, Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, 3201.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

Tender Proposals may only be submitted on the documentation that is issued.

**KWAZULU-NATAL BID FORMS**

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## SECTION C

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18. All Professional SURVEYORonce appointed to a specific panel will sign a service level agreement aligned to the Engineering Council of South Africa which will manage the performance and outputs of the Surveyorinclusive of penalties.

## SECTION D

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za).
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION E**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....

....., WHO REPRESENTS (state name of bidder) .....

.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

PRICING SCHEDULE

Name of Bidder.....

Bid Number: ZNB00270/00000/00/HOD/IINF/21/T

Closing Time: 11:00 .....

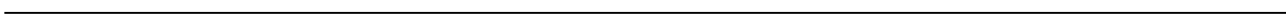
Closing Date.....

PREAMBLE TO THE SCHEDULE OF PRICES

1. The prices and rates to be inserted in the schedule of prices are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
2. A price or rate is to be entered against each item in the schedule of prices, whether the quantities are stated or not. Failure to indicate a rate for a required service will invalidate the tender.
3. Except where a rate only is required, the tendered price for each scheduled item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the schedule of prices.
4. Bidder must complete the applicable pricing schedule.
5. All prices and rates provided will be subjected to an annual Consumer Price Index CPI rate fluctuation calculated and applied each year of the contract on the anniversary of the closing date of the bid. The rates will be adjusted annually as per the published CPI rates by Statistics South Africa.

The Tenderer shall price each item in the schedule of prices in **BLACK INK**.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.



Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## TENDER SCHEDULE DATA

I/We hereby tender the following prices for the Permanent Survey Control Beacons, Road Strip Plans, Cadastral, Ensuring Compliance and Submission of Survey Records as specified below in this schedule.

Road Number : Main Road 16-3

Location : Nkandla, King Cetshwayo District, KZN  
Start: 28°40'15.13" S (Latitude)  
30°55'1.42" E (Longitude)

End: 28°28'40.51" S (Latitude)  
30°49'43.61" E (Longitude)

Length of Strip : Approximately 28.200 kilometres

Width of Strip : 40 metres

Area : 148.72 hectares

Scale : 1 is to 1 000 metrics

Contour interval : 1 metre

**DETAIL SURVEY FOR THE UPGRADING OF MAIN ROAD 16-3 FROM KM 0.000 TO KM 28.200**

**1. DESCRIPTION & PRICE DETAILS OF GOODS/SERVICE REQUIRED**

	Description	Unit Price	Price
1.1	Establishment	Lump sum	
1.2	Placing, building, GPS fixing and double spirit levelling of permanent survey control beacons. 26.240 kilometres	Per Km	
1.3	DTM Survey (Field) as per specifications.	Per Ha	
1.4	DTM Survey (Office) processing and Cad drawing	Per Ha	
1.5	Supply of Cadastral data	Lump sum	
1.6	Ensuring compliance	Lump sum	
1.7	Submission of survey records	Lump sum	
<b>Sub Total</b>			
VAT @ 15%			
<b>TOTAL</b>			
AMOUNT IN WORDS			

**NOTE:**

**The estimated quantities indicated above are for bid evaluation purposes only!  
The Department Will Only Pay for Goods Received as And When They Are Required.  
The Price Adjustment Is Subject to The Average Consumer Price Index (CPI)**

**2. UNDERTAKING**

I/We, the undersigned, undertake to perform the work as specified in accordance with the Department of Transport: KZN Survey Manual, TMH11 and Annexure A which is specific to this survey. And

The KwaZulu-Natal General Conditions and Procedures for Procurement (ZNT 6), the Provisions of the KwaZulu-Natal Procurement Act No. 3 of 2001, and the KwaZulu-Natal Procurement Regulations of 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ .

**SIGNATURE OF TENDERER** \_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

COMPANY STAMP

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

- Required by: .....
- At: .....
- -Brand and model .....
- -Country of origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not o specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis \*Delivery: Firm/not firm

- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
\*\*\*"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**ANNEXURE B**

**Every question must be answered individually on this form, whether a relationship is present or not:  
Failure to do so will invalidate your tender/bid**

**SECTION G**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1. Full Name of bidder or his or her representative: .....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 2.4. Company Registration Number: .....
- 2.5. Tax Reference Number: .....
- 2.6. VAT Registration Number: .....

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.	Are you or any person connected with the bidder presently employed by the state? <b>Kindly mark the applicable answer with a tick</b> ✓.	YES	
		NO	
2.7.1	<p>If so, furnish the following particulars:</p> <p>Name of person/director/trustee/shareholder/member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.7.2	<p>If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?</p> <p><b>Kindly mark the applicable answer with a tick</b> ✓.</p>	YES	
		NO	
2.7.2.1	<p>If yes, did you attach proof of such authority to the bid document?</p> <p><b>Kindly mark the applicable answer with a tick</b> ✓.</p> <p><u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u></p>	YES	
		NO	
2.7.2.2	<p>If no, furnish reasons for non-submission of such proof:</p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.8	<p>Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months?</p> <p><b>Kindly mark the applicable answer with a tick</b> ✓.</p>	YES	
		NO	
2.8.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.9	<p>Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation or adjudication of the bid?</p> <p><b>Kindly mark the applicable answer with a tick</b> ✓.</p>	YES	
		NO	

2.9.1	If so, furnish particulars. ..... ..... .....					
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? <b>Kindly mark the applicable answer with a tick √.</b>	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.10.1	If so, furnish particulars. ..... ..... .....					
2.11	Do you, or any person connected with the bidder, have any relationship (family, Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? <b>Kindly mark the applicable answer with a tick √.</b>	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.11.1	If so, furnish particulars. ..... ..... .....					

**3. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4. DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**SECTION H**

**AUTHORITY TO SIGN A BID**

**BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER**

**A. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
.....Mr/Ms....., whose  
signature appears below, has been authorised to sign all documents in connection with this bid  
on behalf of (Name of Close Corporation) .....  
.....

**SIGNED ON BEHALF OF A CLOSE CORPORATION..... (PRINT NAME)**

**IN HIS/HER CAPACITY AS ..... DATE: .....**

**SIGNATURE OF SIGNATORY: .....**

**WITNESSES:**

- 1. ....
- 2. ....

**B. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....  
..... (whose signature appears  
below) has been duly authorised to sign all documents in connection with this bid on behalf of  
(Name of Company) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

**WITNESSES:**

1. ....

2. ....

**C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as .....

.....

.....  
**SIGNATURE**

.....  
**DATE**

**D. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....

hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms ..... , whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative) .....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:**

1. ....

2. ....

**F JOINT VENTURE**

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20..... ,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs.....(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)  
**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)  
**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)  
**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)  
**SIGNATURE:** ..... **DATE:** .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20...,

Mr/Mrs..... and Mr/Mrs ..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

**SECTION I**

**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....

.....  
SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE                      NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME) .....

CAPACITY OF SIGNATORY .....  
NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....

.....

POSTAL ADDRESS .....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

**SECTION J  
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; General Condition of Contract (GCC) and if applicable any other Special Conditions of Contract. The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

**1. CONTRACT PERIOD**

The contract shall be valid for a period of 6 months.

**2. EVALUATION CRITERIA**

There are three main stages in the evaluation process, namely, ensuring that bids comply with Administrative compliance; Pre-qualification and Price and Preference

**2.1. STAGE 1 – ADMINISTRATIVE COMPLIANCE**

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to P. Failure to comply with the Administrative Compliance requirements will render the bid invalid.

The following documentation must be submitted:

Criteria	Yes	No	Remarks
<b>Section A</b> - Invitation to Bid.			
<b>Section B</b> – Terms and Conditions for bidding			
<b>Section C</b> – Special instructions regarding completion of bid			
<b>Section D</b> – Registration on central suppliers' database			
<b>Section E</b> - Declaration that Information on Central Suppliers Database is correct and up to date.			
<b>Section F</b> – Pricing schedule			
<b>Section G</b> - Declaration of interest			
<b>Section H</b> – Authority to sign a bid			
<b>Section I</b> - Conditions of Bid			
<b>Section J</b> – Special Conditions of Contract			
<b>Section K</b> – Schedule of variation form goods or services information			
<b>Section L</b> – Schedule of alternative bids			
<b>Section M</b> – National Industrial Participation Programme			
<b>Section N</b> – Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017			
<b>Section O</b> – Declaration of Bidders Past Supply Chain Management Practices			
<b>Section P</b> - Certificate of Independent Bid Determination			
<b>ANNEXURE C</b> –Specification and Functionality			

## 2.2. STAGE-2 – PRE-QUALIFYING CRITERIA FOR PROFESSIONAL ENGINEERING SURVEYOR

The Department is applying pre-qualifying criteria for the appointment of professional service in terms of Regulation 4 of the PPPFA Regulations, 2017. The following is the pre-qualifying criteria for the Land Surveying:

- A tenderer having a B-BBEE Level 1,2 or 3 only.

Any tenderer that fails to comply with the minimum pre-qualification criteria will be deemed non-responsive and not evaluated further.

## 2.3. STAGE 3: PRICE AND PREFERENCE POINTS

Bidders are advised that 80/20 preference points system shall be applied in the evaluation of bids.

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

**80/20**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid



## 2.5.1 Points awarded for B-BBEE Status Level of Contribution

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

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

2.5.1.2 Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

2.5.1.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

2.5.1.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by SANAS accredited verification agency will be considered for preference points.

2.5.1.5 A bidder who qualifies as a EME or QSE in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

2.5.1.6 Bidders other than EMEs or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS to qualify for preference points. A list of approved agencies can be found on the SANAS website at [www.sanas.co.za /directory/bbbeedefault.php](http://www.sanas.co.za/directory/bbbeedefault.php). The certificate must be valid at the time of bid closing.

2.5.1.7 Failure on the part of the bidder to comply with paragraphs 2.5.1.2 and 2.5.1.4 will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

### **3. APPOINTMENT OF PROFESSIONAL ENGINEERING SURVEYOR**

The KZNDOT intends to appoint Professional Engineering Surveyor in the civil engineering industry to provide DETAIL SURVEY FOR THE UPGRADING OF MAIN ROAD 16-3 FROM KM 0.000 TO KM 28.200 in the Umzinyathi and King Cetshwayo Districts Municipalities within the Province of KwaZulu-Natal. Service Provider will be appointed based on capacity, past experience, preference and price.

### **4. PROFESSIONAL ENGINEERING SURVEYOR**

The term "Professional Engineering Surveyor" has the same meaning as "Consulting Engineer" as stated in the ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2013 which was issued in terms of Section 34(2) of the Engineering Profession Act, 2000 (Act No.46 of 2000).

### **5. ENQUIRIES**

All enquiries regarding technical matters, should be directed to: Mr. Sbekezelo Nkwanyana, Tel. No. 072 276 5658: e mail [Sbekezelo.Nkwanyana@kzntransport.gov.za](mailto:Sbekezelo.Nkwanyana@kzntransport.gov.za)





## SECTION M

SBD 5

This document must be signed and submitted together with your bid

### THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

#### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.2 The information required in paragraph 3.2 above must be sent to the **Department of Trade and Industry**, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date: .....
Name of bidder.....	
Postal address.....	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 (a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price tenders, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with



specifications as set out in the tender documents;

- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 points)

Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

(a) If yes, indicate:

- i) What percentage of the contract will be subcontracted ..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

**Designated Group: An EME or QSE which is at least 51% owned by:**

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

**OR**

- Any EME
- Any QSE

EME	QSE
√	√
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....  
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: .....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
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### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p><b>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b></p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><b>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p><b>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supplychain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience;  
and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. 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>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. 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.
- 10. 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.

**<sup>3</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.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## **ANNEXURE C: SPECIFICATIONS**

### **Survey Specifications.**

- **For the Upgrading of Main Road 16-3 from Km 0.000 to km 28.2000**

#### **1 BACKGROUND**

The KwaZulu-Natal Department of Transport (KZNDOT) is planning to upgrade Main Road 16-3 in the Nkandla area under Nkandla Municipality in King Cetshwayo District (DC28) of the KwaZulu Natal province.

The KZNDOT requires a comprehensive topographical strip survey of approximately 28.200 kilometres and 40 meter wide which is 20 meters either side of the existing road centreline. This topographical survey should include all formal accesses and major intersections. There is no major structure identified that need site surveys along the road. The present data has not estimated the total area required for all topographical survey. The road prism and road reserve have a total area of approximately 148.72 hectares.

#### **2 SPECIAL PROVISIONS**

These special provisions must be read in conjunction with the KZN DOT Survey Manual and TMH11. No departure from the specifications shall be made without prior authority of the Head: Transport.

**If it is envisaged to complete the survey using means other than GPS or Total Station approval must first be obtained from the D.O.T survey section**

##### **2.1 The Purpose of the survey**

###### **2.2.1. Ground Survey**

The purpose of this survey is to represent the natural terrain as accurately as possible and to produce a comprehensive topographical strip survey from which an accurate horizontal and vertical alignment can be derived for design purposes. The permanent control beacons shall be used to set out construction control. The DTM will also be used to accurately quantify topsoil stripped volumes and earthwork quantities during construction.

###### **2.2.2. Bridge and Culvert Site Surveys**

The purpose of structural site surveys is to represent the natural terrain as accurately as possible and to produce a comprehensive topographical survey from which a design for the proposed new bridges can be carried out. The permanent control beacons shall be used to control the setting out and construction of the bridges.

## 2.2 Phases of the survey

The survey shall include the following phases:

- Placing, building and fixing permanent survey control.
- Surveying a detailed DTM
- Surveying of check cross-sections
- Calculating and plotting Cadastral data
- Ensuring compliance
- Submission of survey records (field books, plans and digital data etc)

## 2.3 Permanent Survey Control

### 2.3.1 New beacons

The requirements of paragraph 4.1 of the KZN DOT Survey Manual shall apply.

### 2.3.2 Existing Control

A minimum of 4 Trig beacons spread evenly around the project area shall be used for the calculation of the GPS transformation parameter/calibration.

**The GPS transformation parameter/calibration must be discussed with the DOT Survey Section prior to determining the final co-ordinates.**

**2.3.2.1** A network of permanent survey beacons spaced not more 300 meters apart shall be established. Successive survey stations shall be intervisible. Four bridge pegs shall be placed within the site survey area at each proposed bridge site

**2.3.2.2** Care shall be taken to place the survey beacons in a safe position where they will be least exposed to disturbance or damage.

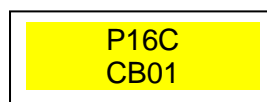
**2.3.2.3** From every beacon at least two permanent reference objects being either beacons of the same survey or trig beacons shall be made visible at the time of survey.

**2.3.2.4** The road survey beacons shall be numbered in sequence with the direction of increasing route along the Provincial Road.

Beacon numbers will be issued by the Department of Transport: KZN survey section and shall be taken from the survey road number file: -

For example: P16C CB01, where P16-3 is the road number and CB01 is the peg number.

The numbers shall be punched on aluminum tags as shown below.



The numbering shall be positioned to be read while facing the direction of the next survey beacon.

### **2.3.3 Construction of Concrete Beacons**

The requirements of paragraph 4.4 of the KZN DOT Survey Manual shall apply.

Each beacon shall be marked by means of a cairn of rocks built around the beacon. All the rocks shall be painted with a durable white paint. If rocks are not readily available in the vicinity of the beacon the beacons may be marked by means of a 1.8 meter iron standard, driven  $\pm 0.8$  meters into the ground. The iron standard shall be painted with white enamel paint.

## **2.4 Horizontal Fixing**

The requirements of paragraph 4.6 of the KZN DOT Survey Manual shall apply;

- The survey beacons shall be fixed by GPS.
- The survey beacons shall be linked to the National Lo system.
- Surrounding Trig beacons or existing control shall be used to determine final co-ordinates.
- The standards of accuracy shall comply with that laid down in paragraph 2.3 of the KZN DOT Survey Manual.
- Sufficient independent checks must be carried out to ensure the survey is correct.

### **2.4.1 GPS Fixing**

#### **2.4.1.1 Transformation Parameter/GPS Calibration**

The requirements of paragraph 4.6 of the KZN DOT Survey Manual shall apply;

- At least four Trig beacons shall be used for the calculation of the GPS Transformation parameter/calibration of the project.
- These known co-ordinated points must be spread evenly around the project area in such a way that extrapolation does not occur.
- The interval between these known co-ordinated points shall not exceed 15 kilometers.
- The whole project shall have only one set of parameters.

**The determination of the final transformation parameter/GPS calibration shall be approved by the DOT KZN survey section prior to determining final co-ordinates and commencing with the DTM survey.**

#### **2.4.1.2 GPS Fixing of Survey Beacons**

These may be fixed by Static or Real Time surveying.

Base lines for the fixing of the survey beacons shall not exceed 10 kilometres.

##### **2.4.1.2.1 Static Surveying**

The position of each beacon shall be determined from two different known fixed points or by using two base stations and a roving station running simultaneously.

##### **2.4.1.2.2 Real Time Surveying**

The position of each beacon shall be determined by fixing each point twice. Different reference stations shall be used for each set of fixes. This should be on a separate day or several hours apart.

##### **2.4.1.3 General**

- Observing time shall be sufficiently long enough to ensure accuracy.
- Measurements shall only be taken when 5 or more satellites are available.
- No measurements shall be taken when the GDOP (Geometric Dilution of Precision) is greater than 8.
- No measurements shall be taken to satellites lower than 15 degrees

##### **2.4.1.4 GPS Calculations**

The following must be submitted:

**2.4.1.4.1** A technical report dealing with all aspects of the survey. This must include details of instruments used, survey methods, checks carried out, any problems encountered and any other significant details regarding the survey.

**2.4.1.4.2** A working diagram showing all surveyed beacons as well as all known coordinated points used in the transformation.

**2.4.1.4.3** A full co-ordinate list shall be prepared showing the final co-ordinates of all beacons as fixed in the field. Beacons shall be listed in numerical and or alphabetical order. These must also be supplied on a disk in ASCII format.

**2.4.1.4.4** A hard copy log file of the transformation parameter/ GPS calibration.

#### **2.5 Vertical Control**

- The requirements of paragraph 4.7 of the KZN DOT Survey Manual and Annexure A shall apply.
- The survey beacons shall be based on GPS elevation on the first placed beacon.
- The origin of elevation shall be indicated on the final co-ordinate list.
- The elevations of all points shall be determined by spirit levelling.

- The standards of accuracy shall comply with that laid down in TMH11
- Daily instrument adjustment checks shall be carried out and shall be reflected in the field book.

## **2.5.1 Spirit Levelling**

**2.5.1.1** All beacon elevations shall be measured twice, i.e. by forward and reverse levelling. Simultaneous levelling on a common staff is not allowed.

**2.5.1.2** The reduced level, given to 3 decimals of a meter for any station shall be the top of the pipe marking the station. All spirit levelling of the beacons will in addition to the reverse levelling be checked by GPS heights.

## **2.5.2 Reductions and Calculations**

The reduction of spirit levelling observations shall be done in the field books, either by the “rise and fall” or “collimation” methods. Where reductions are done by computerized methods printouts of all working must be supplied. A table showing the height difference for each run, the difference between them, the mean height difference and the final elevation for each peg must be supplied.

**Differences between successive beacons shall not be larger than 0.010 millimeters**

## **2.6 Detailed Strip Survey**

### **2.6.1 Detail to be surveyed**

The requirements of paragraph 5.3 of the KZN DOT Survey Manual shall apply.

The survey strip width shall be 40 meters, 20 meters either side of the existing road centerline and shall include the intersecting roads listed below;

- Main Road 148 = 100 meters from intersection
- Main Road 707 = 100 meters from intersection
- Main Road 752 = 100 meters from intersection
- District Road 2003 = 100 meters from intersection
- District Road 2224 = 100 meters from intersection
- District Road 1565 = 100 meters from intersection
- District Road 2229 = 100 meters from intersection
- District Road 2298 = 100 meters from intersection
- District Road 304 = 100 meters from intersection
- Local Road 1240 = 100 meters from intersection
- Local Road 2824 = 100 meters from intersection
- Local Road 1698 = 100 meters from intersection
- Local Road 3596 = 100 meters from intersection

The strip width for the intersecting roads shall be 40 meters, 20 meters either side of the road centerline.

The total area to be surveyed on the road is 148.72 hectares and areas for intersecting roads is 74.36 hectares. All detail as specified in the KZN DOT Survey Manual is to be captured within this area and shall include road edges, kerb and channel, fences, cut and fill slopes, buildings, pipe culverts, manholes, water valves and meters, telephone and power lines, electrical services, markers and underground services. Power and telephone lines are to be correctly joined on the plans.

**Survey spot shots shall not be more than 15 metres apart.**

### **2.6.2 Moving of survey instruments and GPS base stations**

Three points on the road surface of the last row of survey observations from a station shall be marked. The same positions shall be surveyed from the next instrument station position.

The spot shots for both observations shall be included in the DTM and must be on two different surfaces to allow for easy identification and verification.

### **2.6.3 Observation limitations**

Total Station Survey observations taken on the Road Prism shall be limited to a maximum distance of 150 m from the instrument station. GPS survey observations from a GPS base shall be limited to a maximum distance of 1000m on either side of the base station.

A separate DTM file with each setup stations observations on different surfaces must be submitted to verify this.

### **2.7 DTM Tolerances**

The requirements of paragraph 2.7 of the KZN DOT Survey Manual shall apply.

### **2.8 Check Cross Sections**

The requirements paragraph 9.3 of the KZN DOT Survey Manual shall apply;

- After the first two phases are complete the DOT Survey shall indicate the positions and extent of the cross sections to be taken to check the DTM.
- Three cross sections shall be taken per kilometer.
- Check cross sections should be observed by independent methods and compared to the DTM.
- The observations (raw data) and results should be included in a tabular format.
- Each check cross section shall be plotted on a separate A4 sheet.

### **Additional Requirements**

Appointed surveyors are required to inform The Head: Transport of the date they expect to begin surveying and to provide weekly progress reports. This shall be done either by telephone or email.

Please contact DOT Survey Section or Consultant in this regard. Details are as follows;

**Tel: (033) 355 0562**

**Email: [Trevor.Moore@Kzntransport.gov.za](mailto:Trevor.Moore@Kzntransport.gov.za)**

All required data will be submitted to The Head: Transport for checking and approval. No checking will take place unless all the required data and calculations have been supplied. All required data shall be supplied on or before the stipulated time for completion.

#### **2.9.1 Professional Persons**

Personnel carrying out, leading, supervising and managing the various facets of the surveying shall be professionally registered and preferably also member affiliated as per table below. Details of the person to be responsible for the site together with the persons CV. The nominated person shall always be on site, for the full duration of the contract.

<b>Discipline</b>	<b>Registration authority</b>	<b>Member Affiliation</b>
Professional Surveyor	Engineering	SAGC
Technologist Surveyor	Engineering	SAGC
Technician Surveyor	Engineering	SAGC
Engineering Surveyor	GSGeo-Engineer	GSGeo

#### **2.10 Time for completion**

The work as specified shall be completed in 30 working days of the date of appointment. In the event that errors may be identified by the KZNDOT the contractor shall carry out the necessary corrections and return all plans and data within 5 working days.

#### **2.11 Cadastral DATA**

The requirements TMH11 shall apply;

- All farm cadastral parents, farm portions, erven, small holdings, township lots, servitudes, road proclamations, etc., falling within the surveyed area must indicated.
- The primary source of cadastral information shall be the office of the Surveyor General (S.G.O.), from which copies of existing cadastral compilation sheets and diagrams can be obtained.
- Diagrams shall be grouped separately under cadastral parent farms or blocks. Within these groups the farm portions or erven diagrams shall be arranged in sequence according to farm portions or erven number.
- Official S.G. number shall be used for all diagrams.
- Calculations of co-ordinates for plotting purposes shall be checked and arranged in an orderly manner.

- Copies of all SG diagrams used must be submitted together with any necessary calculations in separate file.

**Digitized data shall not be accepted. The SGO GIS data shall not be accepted as it contains digitized data. Where co-ordinates are not available on the SG diagram, then the property beacons values must be calculated from the nearest co-ordinate diagram.**

## **2.12 Records and Deliverables**

The requirements of chapter 10 of the KZN DOT Survey Manual shall apply.

The following records shall be provided on completion of the survey.

### **2.12.1 Field books, calculations and reports**

All field books, calculations and reports including copies of SG diagrams referred to in this annexure must be submitted.

All calculations must be signed and dated.

### **2.12.2 DTM SURVEY**

The DTM survey shall be provided in CDM or TOT format with accompanying break lines correctly joined, all on one surface.

### **2.12.3 CAD Drawing**

A digital CAD drawing in either DWG or DXF format must be produced, final A0 paper plots are not required.

All positions are to be plotted in their true WGS84 Lo position. Where the survey covers more than one A0 plan then a single DWG file of the entire survey must be submitted.

All feature lines and services must be correctly joined and drawn on separate CAD layers.

Different colours must be used for each separate feature line.

All features must be correctly annotated and shall include;

#### Permanent Control

Indicated by two concentric circles of different diameters. Directional arrows shall be drawn between consecutive beacons. The number and elevation shall be indicated within a circle joined to the beacon.

#### Roads

Status and number of all classified roads shall be shown.



Street names shall be indicated.

Destinations shall be stated at the end of each road.

#### Cuts, Fills and Banks

Cuts and fills shall be indicated by straight line hatching.

#### Buildings

All buildings must be shown to actual shape and size and only permanent buildings shall be hatched.

Buildings must be described by its function.

#### Pipes and Culverts

Size and Invert levels of all pipes and culverts shall be indicated

#### Telephone Lines

Telephone poles shall be connected by means of short lines either side of the symbol circle.

#### Power Lines

Power poles or pylons shall be connected by means of a continuous line and appropriate zigzag symbol inserted halfway between the poles.

#### Cadastral

Cadastral boundaries, property descriptions and SG numbers must be indicated and property descriptions shall be as they appear on the SG diagram. The plotting of cadastral lines shall be extended to at least 100 meters beyond the surveyed area

### **2.13 Calculation file**

The requirements of chapter 10 of the KZN DOT Survey Manual shall apply.

All required calculations and checks shall be included in a calculation file.

This must include a technical report dealing with all aspects of the survey i.e. details of instruments used, survey methods, checks carried out, any problems encountered and any other significant details regarding the survey. A locality sketch must also be prepared.

The data shall be filed as follows: -

- Survey report
- Locality Sketch
- Final co-ordinate list
- Working diagram
- Horizontal control: Calculations, reports and checks

- Vertical control: Calculations, reports and checks
- Check cross-sections

#### **2.14 Responsibility for Attainment of Standards**

The onus shall be on the Contractor to ensure, by means of field checks or other independent confirmations, that all work complies with the standards specified in the KZN DOT Survey Manual. The Head: Transport shall have the right to demand proof that plans depict details correctly.

#### **2.15 Check by the Head: Transport**

The Head: Head Transport shall scrutinise and check the field work, plans and records only to such extent as he may deem necessary to satisfy himself the terms of the contract and specifications have been complied with.

**No deviation from this specification shall be entertained.**

**Work not done according to specification will be returned to be corrected.**

The term “**Head: Transport**” shall be taken to include any officer of the KwaZulu - Natal Department of Transport duly authorised to act on behalf of the **Head: Transport**.

### **3 MINIMUM REQUIREMENTS**

- a) The Project Leader must be a Land Surveyor with a minimum NQF level 7 qualification and must be registered with the South African Geomatics Council (SAGC).
- b) The bidding entity must have at least one (1) Professional personnel within its employ.

**ANNEXURES:**

**Engineering Surveyor / Technologist Surveyor / Project Manager**



## transport

Department:  
Transport  
Province of KwaZulu-Natal

**Annexure 1: Engineering Surveyor / Technologist Surveyor / Project Manager** \_\_\_\_\_ (Name) \_\_\_\_\_

No.	Client Name, Address, Contact Person and No.	Project Description	Value (incl Vat)	Contract Number	Start date	End date

## ANNEXURE D: 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 anything 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 fulfillment 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 not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons 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 imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other 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 enterprise or person 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 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 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own 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 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 the 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 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 Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

- 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.