

Inkosi Mhlabunzima Maphumulo House  
Private Bag X9034, PIETERMARITZBURG, 3200  
172 Burger Street, Pietermaritzburg, 3200  
Tel: 033 355 8600 Fax: 033 355 8600

Regulation and Support

## Invitation to Tender - ZNB00681/00000/00/HOD/GEN/21/T

### KwaZulu-Natal– Department of Transport

Suitable and capable service providers are invited to bid for **Study on economic viability of Public Transport Operations for uMsunduzi Municipality**. The Department reserves the right to **not award this bid**.

#### **SPECIAL CONDITIONS OF CONTRACT**

The successful Consultant prior to being issued with a purchase order will be required to sign a formal Service Level Agreement

The ownership of the material generated during the study conducted shall remain with the commissioning Department. No information should be utilized without the prior approval of the departmental delegated authority.

Only tenderers who comply with the functionality criteria, are eligible to be considered for further evaluation.

#### **Collection of Bid Documents**

The physical address for collection of Tender documents is

**INKOSI MHLABUNZIMA MAPHUMULO HOUSE  
DEPARTMENT OF TRANSPORT  
172 BURGER STREET  
PIETERMARITZBURG  
3201**

Tender documents will be available on the [www.kzntransport.gov.za](http://www.kzntransport.gov.za) and [www.etenders.gov.za](http://www.etenders.gov.za) website and may be downloaded.

Tender document will also be available at KZN Department of Transport, Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg 3201 as from 07 November 2022 - Monday to Friday between 08h00 to 15h30

Queries relating to the issue of these documents may be addressed to Ms. Siphokazi Godlwana Tel. No. 033 355 8692 or e-mail: [Siphokazi.Godlwana@kzntransport.gov.za](mailto:Siphokazi.Godlwana@kzntransport.gov.za)

The closing time for receipt of Tenders is **11h00 at 09 December 2022, 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.

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

<b>SECTION A</b>	INVITATION TO BID (SBD 1)	1-3
<b>SECTION B</b>	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
<b>SECTION C</b>	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5-6
<b>SECTION D</b>	MEMBERS RESOLUTION	7
<b>SECTION E</b>	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	8
<b>SECTION F</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	9
<b>SECTION G</b>	PRICING SCHEDULE	10
<b>SECTION H</b>	BIDDER'S DISCLOSURE	11-13
<b>SECTION I</b>	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	14-16
<b>SECTION J</b>	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD6.1)	17-26
<b>SECTION K</b>	CONTRACT FORM	27-29
<b>SECTION L</b>	GENERAL CONDITIONS OF CONTRACT	30-37
<b>SECTION M</b>	SPECIAL CONDITIONS OF CONTRACT	38-42
<b>SECTION N</b>	AUTHORITY TO SIGN THE BID	43
<b>SECTION O</b>	TERMS OF REFERENCE	44-49

**Section A (Supplier to complete & return. Failure to complete, offer will be invalid)**  
**INVITATION TO BID**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	ZNB00681/0000/00/HOD/GEN/21/T	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME:	11h00
DESCRIPTION	STUDY ON ECONOMIC VIABILITY OF PUBLIC TRANSPORT OPERATIONS FOR UMSUNDUZI MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Transport 172 Burger Street Pietermaritzburg 3200 Mon to Fri: 07:30 until 16:00		Under no circumstances must suppliers submit their quotation offers/ responses to the official whose name appear on the enquiries.			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Siphokazi Godlwana	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 8692	
FACSIMILE NUMBER	033 355 8091		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sandile.Nkala@kznttransport.gov.za">Sandile.Nkala@kznttransport.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Siphokazi.godlwana@kznttransport.gov.za">Siphokazi.godlwana@kznttransport.gov.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>B3: 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</b>					

**SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

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

**Section B (Supplier to complete & return. Failure to complete, offer will be invalid)  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>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.</p> <p>1.5. USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.</p> <p>1.6. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.</p> <p>1.7. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>
<b>3. COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE QUOTATION DOCUMENT</b>
<p>3.1 SBD 1 INVITATION TO QUOTE (SBD1 PART A)</p> <p>3.2 SBD 1 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)</p> <p>3.3 SBD 3.1 - PRICING SCHEDULE – FIRM PRICES</p> <p>3.4 SBD 4 - DECLARATION OF INTEREST FORM</p> <p>3.5 SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017;</p>

**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: .....

## SECTION C

### NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

**PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.**

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent 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 Bids documents.
6. Each Bids shall be addressed in accordance with the directives in the BIDS documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids 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 Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids 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 Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

### **Rights to Award**

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part.”
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

### **Price Negotiation.**

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

**SECTION D  
MEMBERS RESOLUTION**

CONTRACT NO. ZNB00681/00000/00/HOD/GEN/21T.....

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name:

\_\_\_\_\_ Registration

Number: \_\_\_\_\_ RESOLUTION OF THE DIRECTORS OF THE  
COMPANY etc RESOLVED that \_\_\_\_\_, in his/her capacity as

\_\_\_\_\_, is authorised to make applications on behalf of the Close Corporation /  
Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not  
necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.  
(sole member still must sign this resolution)

Signature of members:

	Name	Signature	Date
1.	_____	_____	_____.
2.	_____	_____	_____.
3.	_____	_____	_____.
4.	_____	_____	_____.
5.	_____	_____	_____.
6.	_____	_____	_____.

**Specimen signature of the signatory:** \_\_\_\_\_.

**Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.**

## SECTION E

### 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 F**  
**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:** .....

**SECTION G  
PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: ZNB00681/00000/00/HOD/INF/21T
Closing Time 11H00	Closing date: 09 December 2022

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

ITEM NO.	DESCRIPTION	Duration	Unit Price	TOTAL RATES FOR TWELVE MONTHS
1	<b>Study on economic viability of Public Transport Operations for uMsunduzi Municipality</b>	12 Months		
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				
<i>I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers &amp; accepts all conditions/clauses contained in the said documents.</i>				
<b>Signature of duly authorised representative</b> _____				Date: _____

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

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

SECTION H  
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

***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 I

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 subparagraphs 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.
- 3.3 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.....	



SECTION J

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

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>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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 quotations, 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) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 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.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME 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 last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_/\_\_/\_\_\_\_ (dd/mm/ccyy), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths



**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_/\_\_/\_\_\_\_ (dd/mm/ccyy), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths

**SECTION K**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(iv) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
(v) General Conditions of Contract; and
(vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....
CAPACITY .....
SIGNATURE .....
NAME OF FIRM .....
DATE .....

WITNESSES
1 .....
.....
2 .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## SECTION L

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

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**

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 1.1 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.
- 1.2 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.**

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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**

- 1.1 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.
- 1.2 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.
- 1.3 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:
  8. 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
  9. a cashier's or certified cheque
- 1.4 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.

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

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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**

- 1.1 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.

- 1.2 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.

## **2. Delivery and documents**

- 2.1 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.
- 2.2 Documents to be submitted by the supplier are specified in SCC.

## **3. Insurance**

- 3.1 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.

## **4. Transportation**

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

## **5. Incidental Services**

- 5.1 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.
- 5.2 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.

## **6. Spare parts**

- 6.1 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.

## **7. Warranty**

- 7.1 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.

- 7.2 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.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 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.
- 7.5 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.

## **8. Payment**

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 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.
- 8.3 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.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **9. Prices**

- 9.1 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.

## **10. Contract amendments**

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

## **11. Assignment**

- 11.1 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.

## **12. Subcontracts**

- 12.1 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.

## **13. Delays in the supplier's performance**

- 13.1 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.
- 13.2 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

#### **14. Penalties**

- 14.1 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.

#### **15. Termination for default**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

15.7 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.

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

16.1 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.

## **17. Force Majeure**

17.1 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.

17.2 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.

## **18. Termination for insolvency**

18.1 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.

## **19. Settlement of Disputes**

19.1 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.

19.2 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.

19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

19.5 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.

## **20. Limitation of liability**

- 20.1 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.

## **21. Governing language**

- 21.1 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.

## **22. Applicable law**

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

## **23. Notices**

- 23.1 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
- 23.2 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.

## **24. Taxes and duties**

- 24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 24.3 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.

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

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

## **26. Prohibition of Restrictive practices**

- 26.1 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).
- 26.2 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.

## SECTION M

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable 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

1.1 12 months

#### 2. EVALUATION CRITERIA

There are three main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Functionality criteria and the price and preference points.

##### 2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

Criteria	Yes	No	Remarks
Section A			INVITATION TO BID (SBD 1)
Section B			TERMS AND CONDITIONS FOR BIDDING (SBD 1)
Section C			SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID
Section D			MEMBERS RESOLUTION
Section E			REGISTRATION ON CENTRAL SUPPLIERS DATABASE
Section F			
Section G			DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
Section H			OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE
Section I			PRICING SCHEDULE
Section J			BIDDER'S DISCLOSURE
Section K			THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
Section L			PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD6.1)
Section M			CONTRACT FORM
Section N			GENERAL CONDITIONS OF CONTRACT
Section O			SPECIAL CONDITIONS OF CONTRACT
Section P			AUTHORITY TO SIGN THE BID

## 2.2 Step 2 – Functionality

Only Proposals that comply with all administrative requirements will be considered during the functional evaluation phase. All Proposals will be scored as follows against the functional criteria indicated below. A generic table showing scoring is included providing a link to the competences:

Minimum Requirement: The minimum threshold for functionality is (60%) of the total score of 85 points, based on the average of scores awarded by the evaluation panel members.

Proposals should clearly address the project description and the functional evaluation criteria mentioned below.

- Qualifications and Experience of The Project Leader
- Qualification and Experience of The Project Team Members (Minimum of Two Member) 15
- Company Experience
- Project Approach Methodology

For functionality please look at Page 41.

Criteria	Description	Score	Service Provider Score
<b>Qualifications</b>		<b>30</b>	
<p>A bidder scores 30 if the bidder has individuals with all or more of the qualifications alluded to under description</p>	<p><b>The bidder must have individuals with the following qualifications:</b></p> <ol style="list-style-type: none"> <li>1. Bachelor's degree (NQF7) majoring in Transport Economics, or Transport Planning (Certified copy of qualification attached) (10)</li> <li>2. Bachelor's degree (NQF7) in town planning or town and regional planning or transport planning or transport and logistics (Certified copy of qualification attached) (10)</li> <li>3. Project Management (NQF6) (attached certified copy of qualification) (10)</li> </ol> <p>If any of the above is missing, the bid will be considered non- responsive</p>		
<b>Experience</b>		<b>60</b>	
<p>A bidder scores 60 if the bidder has 4 or more of the requirements alluded to under description</p>	<p>Bidder must have the following experience:</p> <ol style="list-style-type: none"> <li>1. At least 2 feasibility studies successfully completed. (10)</li> <li>2. Experience in planning, design and managing of feasibility study projects. (At least 3 projects. Project details stated on the proposal and written confirmation from client). (15)</li> <li>3. Experience in transport planning projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client) (15)</li> <li>4. Experience in data collection using various data collection methods and tools (At least 2 projects. Project details stated on the proposal and written confirmation from client) (10)</li> </ol>	<b>50</b>	



A bidder scores 40 if the bidder has 3 of the requirements alluded to under description	<ol style="list-style-type: none"> <li>1. At least 2 feasibility studies successfully completed.(10)</li> <li>2. Experience in planning, design and managing of feasibility study projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client). (10)</li> <li>3. Experience in transport planning projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client) (10)</li> <li>4. Experience in data collection using various data collection methods and tools (At least 2 projects. Project details stated on the proposal and written confirmation from client) (5)</li> </ol>	<b>40</b>	
A bidder scores 20 if the bidder has 3 of any of the requirements alluded to under description	<ol style="list-style-type: none"> <li>1. At least 1 feasibility study successfully completed.(5)</li> <li>4. Experience in planning, design and managing of feasibility study projects. (At least 1 project. Project details stated on the proposal and written confirmation from client). (5)</li> <li>5. Experience in transport planning projects. (At least 1 project. Project details stated on the proposal and written confirmation from client) (5)</li> <li>6. Experience in data collection using various data collection methods and tools (At least 1 project. Project details stated on the proposal and written confirmation from client) (5)</li> </ol>	<b>20</b>	
<b>Stakeholder Engagement</b>		<b>10</b>	
A bidder scores 10 if the bidder has proven stakeholder engagement experience. (attach proof)	<ol style="list-style-type: none"> <li>5.1.1. More than three records of stakeholder engagements. (10)</li> <li>5.1.2. More than one or two records of stakeholder engagements. (5)</li> </ol>		

The evaluation will be done based on information submitted in the bid proposal, however the Department reserves the right to invite the Consultants to interview, should this be deemed necessary. The Department further reserves the right to utilize information received in the interview process for further evaluation purposes.

Only proposals that meet the minimum qualifying score of 60% points will be further evaluated.

### 2.3 Step 3 - Preferential Point Evaluation

2.3.1 This bid will be evaluated using the 80/20 preference point system.

2.3.2 Bidders must comply with SBD 6.1 Declaration form to claim preference points.

**3 BID APPEAL TRIBUNAL**

**PLEASE NOTE:**

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website [www.tenderbulletin.gov.za](http://www.tenderbulletin.gov.za).

The address provided for the lodging of appeals is:

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

FAX NO.: (033) 897 4501

SECTION N

AUTHORITY TO SIGN A BID

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

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

DATE: .....

SIGNED ON BEHALF OF: .....

NAME IN BLOCK LETTERS: .....

WITNESSES:

1. ....

2.....

## SECTION O

### Terms of Reference/ Specifications

#### 1. THE FOCUS OF THE STUDY (SCOPE OF WORK)

This section focuses on the evaluation question to respond to, key activities, and who the intended users and stakeholders of the evaluation are.

##### 1.1 Economic viability study Questions: UMsunduzi Municipality

Area of the Study	Question that must be answered
Analyse the public transport operations in the Province on a case by case	<ul style="list-style-type: none"> <li>• Is there a strategy or plan in place?</li> <li>• What is the strategic approach to issuing of operating licenses in the Province</li> </ul>
Impact of the intervention	<ul style="list-style-type: none"> <li>• What measures do we have in place to assess if our routes are overtraded? Are they relevant and effective?</li> </ul>
Process audit (how activities and outputs are leading to outcomes and impacts)	<ul style="list-style-type: none"> <li>• How is the granting of the operating licences conducted?</li> <li>• What role is the played by municipalities in the approval of the operating license?</li> <li>• Are the transport plans (integrated) assisting in the correct issuing of the operating license?</li> <li>• How is supply and demand of public transport determined in the granting of an operating license?</li> <li>• Determine areas in need of subsidized or contracted services</li> <li>• Total number of routes approved and operated</li> <li>• Total number of routes that are saturated and in demand</li> <li>• Total number of routes that are under supplied with public transport and number of vehicles recommended</li> <li>• Number of commuters using Public transport-per mode</li> <li>• Number of vehicles using saturated routes-both legal and illegal</li> <li>• Determine supply and demand of public transport –per municipal district-for all modes of public transport</li> <li>• Determine dormant permits and operating licenses in uMsunduzi Municipality</li> <li>• Forecast on possible new development that can create more supply and demand i.e. shopping malls and residential areas</li> <li>• Are there any operating licenses in excess? What is their value? If any based on their validity period? What is the proposed compensation to operator? If any?</li> <li>• Mapping of routes assessed on the GIS portal highlighting the saturated and viable routes.</li> </ul>

#### 2.3. Activities

There are several activities required to undertake the project. These include the following:

- regular steering committee meetings
- approval of inception report
- submission of draft theory of change log frame
- approval of report structure, final data collection instruments and other tools
- approval of analysis plan
- submission of other technical reports
- submission of other technical reports
- submission of Draft Evaluation Report for review in 1/3/25 format
- workshop with stakeholders to discuss draft report
- approval of the final Study Reports
- proposed changes to intervention design if needed
- submission of all data sets, metadata and survey documentation (including interview when data is collected)
- submission of power point or audio-visual presentation of the result presentation of the results
- project closing meeting

#### 2.4. Intended Users and stakeholders of the Economic Viability Study

The potential users of the study will be the decision makers in the Department and in government. They will use the results mainly for strategic decision making to shape the strategic approach for the issuing of new operating licences and conflict interventions in the future.

The decision makers will need to communicate and workshop the findings to the implementers as well so that these are actioned affectively.

The key stakeholders that will be involved include senior management in the Department, inclusive of the Accounting Officer and the Executing Authority. The key components that will be involved but not limited to these:

- Traffic Management i.e. RTI, special Operations, Metro police and traffic police
- Municipalities
- Provincial Regulatory Entity
- Public Transport Services directorate
- Strategic Planning Chief Directorate

The study is focusing on uMsunduzi municipality.

### 3. STUDY DESIGN

During the inception phase the methodology will be determined once there has been direct interaction with the consultant, and the inception report form the basis for contractual agreement on what is to be covered. The methodologies may include quantitative /qualitative/ mixed methods e.g.

- Document review/analysis of programme/project records;
- Interviews;
- Research synthesis
- Anticipatory methodologies with citizens/key stakeholders/partners
- Focus groups etc.

### 4. STUDY PLAN

#### 6.2. Products/deliverables expected from the evaluation

The evaluation plan also forms the basis for judging performance. It will be used in the criteria for evaluation purposes and include the following

- Inception report by the consultant as a follow- up to the proposal with a revised study plan, overall study design and detailed methodology and content and structure for the final report.
- Literature review;
- Final data collection instrument other tools;
- Analysis plan;
- Other technical or process reports, e.g. field work report; actuary reports
- Draft study report for review
- Possibly a workshop with stakeholders to discuss the draft report;
- The final evaluation report, in hard copy and electronic format,
- Proposed changes to the intervention design if needed- if the design is found to be inadequate then the consultant or department will need to suggest what revisions to the logic model are needed, and theory of the change. The Department may then need to redesign the intervention. This may be part of the final report.
- Provision of all datasets, metadata and survey document (including interviews) when data is collected and;
- A power Point or audio-visual presentation of the results

#### Notes points:

The 1/3/25 rule for reports should apply. This is a one-page policy summary of implication for policy, a three to four-page executive summary of the whole report and a 25-page main report (Arial 11 point, single space, exclusive of appendices). This will apply to all interim reports.

#### 6.3. Time frame for the project

**The time frame for the project is 12 months.** The consultant in his or her proposal must be able to provide an implementation plan which encompasses all aspects mentioned above and clearly indicate the time required to achieve milestone.

### 7. BUDGET AND PAYMENT SCHEDULE

The budget comes from the Department of Transport, Chief Directorate Provincial Regulatory Entity Regulation and Support Services. Payment will be made as follows:

Phase	Deliverables	% of Budget	Proposed Timeline
Phase 1	Presentation and approval Inception Report by steering committee	10%	1 month
	<b>Completed field work (data collection): 50%</b>		<b>6 months</b>
	Proof of data collection and report back (15%)	15%	
	Proof of data collection and report back to steering committee (45%)	15%	
	Proof of data collection and report back to steering committee (80%)	15%	
	Proof of data collection and report back to steering committee (100%)	5%	
Phase 2	1 <sup>ST</sup> Draft of study report and presentation to steering committee	10%	2 months
Phase 3	Corrections and Approval of final report	20%	2 months
Phase 4	Presentation and approval of the improvement plan and close-out report.	10%	1month

## 8. MANAGEMENT ARRANGEMENTS

A Project steering Committee will be put in place to manage the entire study process.

### 8.1. Role of the Project Steering Committee

The steering Committee's role is as follows:

- to approve the terms of reference for the study;
- to recommend to- bid adjudication committees Consultants who pass the functionality test;
- to review and approve the inception report;
- oversee the project,
- to agree on comments on the draft report;
- to approve the final report;
- to recommend approval of recommendations emerging from the final report
- to approve the improvement plan

### 8.2. Reporting Arrangements

The evaluation project manager will be Ms NP Hlophe: Director – Regulation and Support - Provincial Regulatory Entity

## 9. THE PROPOSAL TO BE SUBMITTED

The Consultant must submit a proposal that is in line with the proposed structure provided for in this section. This must include details of the team of experts to be on the project as well.

### 9.1. The team

The proposal must provide details on the number of members expected to be part of the team, their areas of expertise including their respective responsibilities.

Furthermore, the proposal must indicate how skill transfer will be undertaken to Department involved in the evaluation, as well as PDI

The team will work with officials in the Department of Transport, in the Regulation and Support services component. The contact details are reflected in the enquiries section of the terms of reference.

The team will work with officials in the Department of Transport, in the Regulation and Support services component. The contact details are reflected in the enquires section of the terms of reference.

## 10. INFORMATION FOR CONSULTANTS

Consultants are required to provide a proposal following the structure above. The assignment will commence on date to be advised by the Department. This will be the date of first during inception phase.

### COMPULSORY BRIEFING SESSION

**There is no briefing for this tender.**

### 8.1 Key background documents

The Department website provides for a wealth of information on public transport programmes for ease of reference. Consultants can liaise with personnel listed in the enquiries for further details.

## 11. Functionality Evaluation

Only Proposals that comply with all administrative requirements will be considered during the functional evaluation phase. All Proposals will be scored as follows against the functional criteria indicated below. A generic table showing scoring is included providing a link to the competences:

Minimum Requirement: The minimum threshold for functionality is (60%) of the total score of 90 points, based on the average of scores awarded by the evaluation panel members.

Proposals should clearly address the project description and the functional evaluation criteria mentioned below.

- Qualifications and Experience of The Project Leader
- Qualifications and Experience of The Project Team Members (Minimum of Two Members)
- Company Experience

Generic table showing scoring and providing a link to the competencies:

## 12. FUNCTIONALITY CRITERIA

Criteria	Description	Score	Service Provider Score
<b>Qualifications</b>		<b>30</b>	
<p>A bidder scores 30 if the bidder has individuals with all or more of the qualifications alluded to under description</p>	<p><b>The bidder must have individuals with the following qualifications:</b></p> <ol style="list-style-type: none"> <li>4. Bachelor's degree (NQF7) majoring in Transport Economics, or Transport Planning (Certified copy of qualification attached) (10)</li> <li>5. Bachelor's degree (NQF7) in town planning or town and regional planning or transport planning or transport and logistics (Certified copy of qualification attached) (10)</li> <li>6. Project Management (NQF6) (attached certified copy of qualification) (10)</li> </ol> <p>If any of the above is missing, the bid will be considered non- responsive</p>		
<b>Experience</b>		<b>60</b>	
<p>A bidder scores 60 if the bidder has 4 or more of the requirements alluded to under description</p>	<p>Bidder must have the following experience:</p> <ol style="list-style-type: none"> <li>5. At least 2 feasibility studies successfully completed. (10)</li> <li>6. Experience in planning, design and managing of feasibility study projects. (At least 3 projects. Project details stated on the proposal and written confirmation from client). (15)</li> <li>7. Experience in transport planning projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client) (15)</li> <li>8. Experience in data collection using various data collection methods and tools (At least 2 projects. Project details stated on the proposal and written confirmation from client) (10)</li> </ol>	<b>50</b>	



A bidder scores 40 if the bidder has 3 of the requirements alluded to under description	5. At least 2 feasibility studies successfully completed.(10) 6. Experience in planning, design and managing of feasibility study projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client). (10) 7. Experience in transport planning projects. (At least 2 projects. Project details stated on the proposal and written confirmation from client) (10) 8. Experience in data collection using various data collection methods and tools (At least 2 projects. Project details stated on the proposal and written confirmation from client) (5)	<b>40</b>	
A bidder scores 20 if the bidder has 3 of any of the requirements alluded to under description	1. At least 1 feasibility study successfully completed.(5) 13. Experience in planning, design and managing of feasibility study projects. (At least 1 project. Project details stated on the proposal and written confirmation from client). (5) 14. Experience in transport planning projects. (At least 1 project. Project details stated on the proposal and written confirmation from client) (5) 15. Experience in data collection using various data collection methods and tools (At least 1 project. Project details stated on the proposal and written confirmation from client) (5)	<b>20</b>	
<b>Stakeholder Engagement</b>		<b>10</b>	
A bidder scores 10 if the bidder has proven stakeholder engagement experience. (attach proof)	5.1.1. More than three records of stakeholder engagements. (10) 5.1.2. More than one or two records of stakeholder engagements. (5)		

The evaluation will be done based on information submitted in the bid proposal, however the Department reserves the right to invite the Consultants to interview, should this be deemed necessary. The Department further reserves the right to utilize information received in the interview process for further evaluation purposes.

Only proposals that meet the minimum qualifying score of 60% points will be further evaluated.

9. **INTELLECTUAL PROPERTY RIGHTS**

Collected materials is highly sensitive. The ownership of the material generated during the study conducted shall remain with the commissioning Department. No information should be utilized without the prior approval of the departmental delegated authority.

10. **SPECIAL CONDITIONS OF CONTRACT**

The successful Consultant prior to being issued with a purchase order will be required to sign a formal Service Level Agreement.