



**Invitation to Tender - ZNB01536/0000/00/HOD/GEN/22/T**

**KwaZulu-Natal– Department of Transport**

Suitable service providers are invited to bid for The Appointment of Programme Management Service Provider to Provide Programme Management Support to the Thuthuka Development Programme for a period of six (6) months.

**Mandatory Requirement.**

Upon appointment by the Head of Department the service provide shall have a Professional Indemnity insurance of a minimum cover of R30 million.

A non-refundable tender deposit of **R500.00** payable in cash or by bank guaranteed cheque made out in favour of the Employer is required on collection of the tender documents.

Tender documents will be available as from 10h00 on 25 July 2023 during working hours (i.e., 08h00 to 15h30 Monday to Friday). **The physical address for collection of tender documents is: KZN Department of Transport, Acquisition Section, 'B' Block, 172 Burger Street, Pietermaritzburg, 3201**

Free download of 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 must be downloaded

**Briefing Session Non-Compulsory:**

**Time: 10h00**

**Date: 08 August 2023**

**Venue: <https://bit.ly/ZNB01536>**

Queries relating to the issue of these documents may be addressed to Mr. Khulekani Hlongwa Tel. No (033) 355 8081 e-mail [Khulekani.Hlongwa@kzntransport.gov.za](mailto:Khulekani.Hlongwa@kzntransport.gov.za)

The closing time for receipt of Tenders is **11h00 on 25 August 2023 at KZN Transport, 172 Burger Street, Pietermaritzburg, 3201**

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

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	ZNB01536/00000/00/HOD/GEN/22/T	<b>CLOSING DATE:</b>	25 AUGUST 2023	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	THE APPOINTMENT OF PROGRAMME MANAGEMENT SERVICE PROVIDER TO PROVIDE PROGRAMME MANAGEMENT SUPPORT TO THE THUTHUKA DEVELOPMENT PROGRAMME FOR A PERIOD OF SIX (6) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The Main Entrance-Foyer					
Department of Transport					
172 Burger Street, Pietermaritzburg					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Khulekani Hlongwa	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 8081	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sandile.Nkala@kzntransport.gov.za">Sandile.Nkala@kzntransport.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Khulekani.Hlongwa@kzntransport.gov.za">Khulekani.Hlongwa@kzntransport.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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 THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**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 A

### 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.

a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	Points	Acceptable Proof for Allocation of Points
1. An EME or QSE which is at least 51% owned by	Max points = 12 points	CIPC company registration documents and CSD report and BBB-EE Certificate or Sworn affidavit
black people	6 points	
black people who are youth	2 points	
black people who are women	2 points	
black people with disabilities	2 points	
2. Promotion of Tenderer's located in a Specific Area	Max points = 8 points	CIPC company registration documents
Operating business address located within KwaZulu Natal	8 points	

b) **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.

c) **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.

**SECTION B  
AUTHORITY TO SIGN**

**Bid/Quotation no. ZNB 01536/0000/00/HOD/GEN/22/T – The Appointment of Service Provider to Provide Programme Management Support to the Thuthuka Development Programme for a period of six (6) months.**

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 appointed Signatory: \_\_\_\_\_  (Please sign)

**Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected**

## SECTION C

### 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 D**  
**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 E

**SECTION E  
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Tender Reference No: ZNB 01536/0000/00/HOD/GEN/22/T

Service/Work: The Appointment of Programme Management Service Provider to Provide Programme Management Support to the Thuthuka Development Programme for a period of six (6) months.

\*\*\*\*\*

This is to certify that (bidder's representative name)

\_\_\_\_\_

On behalf of (company name) \_\_\_\_\_ -

\_\_\_\_\_

Attended the Briefing on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

Departmental Stamp With Signature

## SECTION F

**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: ZNB01536/00000/00/HOD/GEN/22/T
Closing Time: 11h00	Closing date: 25 August 2023

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

Item	Description / Item Code	Unit Measure	Quantity	Rate Excl. Vat	Amount Excl. Vat
1.1	Project management fees (running costs)	Month	6		
1.2	Project administration (administration costs)	Month	6		
1.3	Payments for technical/operational staff (team leaders) 4 Regions	Month	6		
1.4	Data Reporting	Month	6		
1.5	Payments for code C1 Drivers Training	Per Learner	2675		
1.6	Payments for Yellow Plant Operator training	Per learner	170		
1.7	Cell phone packages for technical/operational staff for 4 staff (airtime and Data)	Month	6		
1.8	Travel Allowance as per DOT travel rates	Month	6		
2	Supply And Deliver of PPE	Per Learner	170		
				Sub- Totals	
				15% VAT	
<b>Total (incl. VAT carried forward to the Tender Form</b>					

- 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

<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>		
<b>Signature of duly authorised representative</b> _____		Date: _____

BIDDER'S DISCLOSURE

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.

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.

Table with 3 columns: Full Name, Identity Number, Name of State institution. The table contains 10 empty rows for data entry.

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

2.2.1 If so, furnish particulars:

.....
.....

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

<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.

If so, furnish particulars:

.....  
.....

**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.

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

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

<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.

SECTION H

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE KZNDOT INTERIM PREFERENTIAL PROCUREMENT POLICY-JANUARY 2023**

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE KZNDOT INTERIM PREFERENTIAL PROCUREMENT POLICY-JANUARY 2023**

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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 tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>An EME or QSE which is at least 51% owned by</b>	<b>Max points = 12 points</b>	
black people	6 points	
black people who are youth	2 points	
black people who are women	2 points	
black people with disabilities	2 points	
<b>Promotion of Tenderer's located in a Specific Area</b>	<b>Max points = 8 points</b>	
Operating business address located within the KZN Province	8 points	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**SECTION I  
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)**

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 .

The following documents shall be deemed to form and be read and construed as part of this agreement:

- 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 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

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.

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.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

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).

An official order indicating service delivery instructions is forthcoming.

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 J

### 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**

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

## **3. General**

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

## **4. Standards**

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

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

- a. 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.
- b. 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.
- c. 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.
- d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.4 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
- 7.5 a cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during



transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10 Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11 Insurance**

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

11.2 Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

## **12 Transportation**

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

## **13 Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14 Spare parts**

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

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

## **15 Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17 Prices**

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

## **18 Contract amendments**

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

## **19 Assignment**

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

## **20 Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the

situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

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

## **23 Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## **25 Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26 Termination for insolvency**

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

## **27 Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29 Governing language**

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

## **30 Applicable law**

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

## **31 Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32 Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

## **34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## SECTION K

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; 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 Six (6) Months

**2. EVALUATION CRITERIA**

There are (*Four*) main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and Functionality 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			DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
Section G			OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE
Section H			PRICING SCHEDULE
Section I			BIDDER'S DISCLOSURE
Section J			
Section K			PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD6.1)
Section L			CONTRACT FORM (SBD 7.1)
Section M			GENERAL CONDITIONS OF CONTRACT
Section N			SPECIAL CONDITIONS OF CONTRACT
Section O			AUTHORITY TO SIGN THE BID
Section P			

**Step 2 - Mandatory Requirement**

Upon appointment by the Head of Department the service provide shall have a Professional Indemnity insurance of a minimum cover of R30 million.

**2.2. Step 3 - Functionality**

NO	CRITERIA	DESCRIPTION	REQUIREMENT	POINTS CLAIMABLE	MAX POSSIBLE POINTS
1	<b>Company Experience</b>	Experience of service provider in management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods These documents must be attached:  1.Proof-Letter of appointment 2.Completion Certificate 3. Client Reference Letter	10 Projects and above	40	40
			5 Projects to below 10 projects	20	
			3 Projects to below 5 projects	10	
			Below 3 projects	0	
2	<b>Project Manager</b>	Qualifications and Experience of Key Resources in executing project using labour intensive methods Copy of Qualifications to be attached and Curriculum Vitae	10 years and above	20	20
			5 years to below 10 years	10	
			1 years to below 5 years	5	
			1 years	0	
3	<b>Team Leaders</b>	Qualifications and Experience of Key Resources in executing project using labour intensive methods Copy of Qualifications to be attached and Curriculum Vitae	5 years	40	40
			3 years to below 5 years	20	
			1 years to below 3 years	10	
			1 year	0	
<b>TOTAL</b>					<b>100</b>

**Minimum threshold for functionality points = 60%**

Any tenderer that fails to meet with the minimum threshold for functionality criteria will be deemed non-responsive and not evaluated further.

**2.3. Step 2 - 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 L

### Terms of Reference/ Specifications

#### 1. DURATION OF THE APPOINTMENT

The duration of the appointment is 6 (six) months in line with the duration of the programme.

#### SCOPE OF WORK:

#### 2. BACKGROUND

Thuthuka Skills Development is a poverty alleviation programme for previously underprivileged individuals. It involves creating sustainable employment opportunities for poor rural families through the Code C1 drivers licence training and Yellow Plant Operator training

The programme consists of (Ten)10 District Municipalities and One (1) Metro.

DISTRICT MUNICIPALITIES	DRIVERS LICENCE C1 TRAINING PARTICIPANTS	YELLOW PLANT TRAINING PARTICIPANTS
Amajuba District	159	6
Harry Gwala District	183	8
iLembe District	302	26
King Cetshwayo District	279	34
Ugu District	252	8
uMgungundlovu District	276	14
UMkhanyakude District	219	17
uMzinyathi District District	165	19
uThukela District	225	6
Zululand District	285	22
Ethekwini Metropolitan	330	10

Thuthuka Skills Development is a poverty alleviation programme which mainly targets out of school youth and destitute women-headed households in rural areas to be trained in Code C1 (10) Drivers Licence and the Yellow Plant, in return for a monthly payment stipend. Individuals from indigent households, are engaged to learn Code C1 (10) Driver's Licence and how to operate Yellow Plant. Participants will be grouped into teams as per their district Department.

Work undertaken would typically include:

##### 2.1 Code C1 (10)

- classes for code C1 (10) learner's licence till they obtain learners licences.
- Driving lessons for learners to a maximum of 30 lessons per learner towards obtaining a code C1 driver's licence.
- Final driver's licence test at the traffic department.

##### 2.2 Yellow Plant Operator Training Courses accredited with Construction Education and Training Authority (CETA).



### Unit Standards

Unit STD ID	Unit STD Title	Level	Credits
26726	Demonstrate a basic understanding of the mechanics of plant	2	4
262685	Demonstrate an understanding of earthworks	2	3
9966	Establish and prepare a work area	2	4
262727	Operate a backhoe/loader	2	15
262746	Operate a face shovel	2	15
262731	Operate a rigid body dump truck	2	10
262747	Operate a front end loader	2	12
262735	Operate a grader	2	15
262805	Operate a roller	2	5
262712	Operate a skid steer loader	2	8
262729	Operate a tracked dozer	2	15
262764	Operate a water cart	2	8
262713	Operate a wheeled dozer	2	12
262745	Operate an articulated dump truck	2	10
262744	Operate an excavator	2	15

#### 2.2.1 Theoretical training:

Attend a 5 days theoretical training which will consist of the following modules:

- Explain safety procedures when maintaining and or operating the grader/excavator/ roller
- Demonstrate knowledge of the functions of a grader/excavator/roller
- Plan for work activities and prepare work area
- Start and shut down a grader/excavator/roller
- Operate a grader/excavator/roller
- Transport a grader/excavator/roller to and from site

#### 2.2.2 Practical training

Attend a 5 days practical training which will consist of the following modules:

- Safety before operating the machine
- Walk around inspection
- Operator compartment checks, including the warning system
- Machine controls
- Operating techniques
  - Starting procedures
  - After start procedures
  - Machine operation (includes all grader, excavator and roller operating techniques)
  - Machine parking
  - How to transport the machine

### **2.2.3 Final Assessment**

Attend a 10 days' final assessment.

### **2.2.4 Professional Driving Permits**

Application for professional driving permits

The contract provides the participants with 5 days a week to perform their driving lessons and Yellow Plant Operator lessons. How does Thuthuka's skills development program differ from regular anti-poverty program is that it creates meaningful work, giving participants a sense of dignity associated with advantageously employment? The Participants, are selected from the wards within the local municipalities. This creates a tremendous sense of community ownership of the program and of partnership with government.

Along with the social benefits of providing a financing for the poorest of the poor, the Technology Transfer Centre and Empowerment is fulfilling a core function, which mentoring and to providing skills development in the Districts of KwaZulu Natal:

## **3. EMPLOYER'S OBJECTIVES**

The Employers objective is to secure bids for the provision of a professional services provider to manage the entire Thuthuka Skills Development programme.

### **ONE MONTH HANDOVER PERIOD**

The successful service provider will have one calendar month hand over period.

The service provider must: -

- Ensure key personnel are guided and trained on operational aspects of the program during the transfer period.
- Ensure that all Beneficiary hard copy files/records and information are transferred and set up in an auditable filing system which will be available to the KZN: Department of Transport at all times.
- Ensure that all electronic data, records and information is successfully transferred to the KZN: DOT personal.
- Undertake a PPE inspection/audit of participants.

### **Overall Deliverables**

1. The service provider will manage the programme in accordance with EPWP guidelines and policies
2. Review existing Thuthuka Skills Development documents for alignment with any changes applicable to legislative prescripts and make recommendations.
3. Develop the COVID response Plan and cover its implementation on site.
4. Undertake Social Facilitation for the Programme.
5. Undertake the recruitment of training service providers in collaboration with the Department.
6. Conduct internal training for Thuthuka Skills Development to all implementing Departmental Units.
7. Manage the intake/ recruitment of the Thuthuka Skills Development training providers, allocation of projects, upgrading of the learner contractors' in line with the Thuthuka Skills Development selection strategy, programme absorptive capacity and procurement strategy as per Departments directive.
8. Conduct Site Visits.
9. Establish and convene the Thuthuka Skills Development Steering committee
10. Mobilise access to plant with plant operators for the support of Thuthuka Skills Development yellow plant training.
11. Facilitate the successful exit Thuthuka Skills Development learners from the Programme.
12. Produce monthly, quarterly and Ad-hoc progress reports in line with established programme indicators (include EPWP monthly reports) and table them to the Programme Steering Committee and other relevant stakeholders.

13. Coordinate all the Thuthuka Skills Development Invoices, payments and Proof of payment forwarded to the Department for every payment done.
14. Assist the Department for auditing purposes.
15. Showcase and facilitate programme success stories as and when required.
16. Plan, implement and report on accredited driving lessons to selected Thuthuka Skills Development driving schools covering but not limited to the following;
17. Business management and financial management,
18. Produce relevant classroom training material and instructional manuals
19. Liaise with traffic departments to ensure that training is compliant to traffic and roads act standards.
20. Produce accredited learner's certificates and drivers licences at the end of each training cycle
21. Ensure that the driving schools have an effective business system which is profitable, and auditable.
22. Provide advisory service to Thuthuka Skills Development on best practice cost effective construction methods
23. Oversee and review that the driving school trainings are implemented in compliance to specifications and according to good practice.
24. Ensure that the driving schools have an effective business system which is auditable.
25. Oversee and review that the yellow plant training is implemented in compliance to specifications and according to good practice.
26. Conduct periodic assessments per learner on project execution prior to completion or exit
27. Liaise with CETA to ensure that training is compliant to CETA standards with accredited unit standards.
28. Produce CETA accredited yellow plant training certificates at the end of each training cycle
29. Monitor and evaluate learner's performance per site
30. Provide per learner the projects status reports and close out reports
31. The service provider is responsible as the employer's agent for all matters related to (Construction Regulations and Occupational Health and Safety Act
32. The service provider must provide an electronic management program/ system that is accessible through an internet-based link by the Employer at all times, the programme must be able to perform and reflect the following tasks:
  - Capture and save the personal information of each beneficiary (name, surname, identity number, ward number, street address, and ID photo);
  - Must be able to capture the beneficiary's employment date, contract start date and termination or exit date for all participants;
  - track banking details and payment slips of all Participants;
  - show Participants attendance registers;
  - save old and new records of the participants, including records of tools and PPE issued to each beneficiary
  - Save scanned contracts of participants;
  - Keep the records of management, performance, safety and incident reports;
  - Records of weekly and monthly district meetings;
  - The programme must be user friendly and be auditable by the KZN Department of Transport
33. The service provider must have suitable premises to accommodate all staff associated with the management of the Thuthuka Skills Development programme, the premises must be centrally situated or have sub offices to accommodate field staff throughout the District Municipalities. KZN:DOT officials including auditors must have unrestricted access to these premises at all times.
34. The service provider must be able to distribute all PPE to Participants and keep auditable record of each item issued.
35. Programme Management and Liaison with the Thuthuka Skills Development Project Manager;
36. Programme Administration
37. Ensures that attendance registers are utilised to submit payspace schedules for participant payments no later than the 15th of each month Financial Administration that is Auditable,
38. Performance monitoring of all Participants and adherence to predefined standards,

39. Constant evaluation of programme effectiveness in meeting objectives with a view to amend as necessary the allocation of resources.
40. To ensure that the Participants allocated road sections are on the official KZN: DOT's road network, (Yellow Plant Operator training)
41. Service provider must verify all Participants against the EPWP database prior the commencement of their contract.
42. All data and information relating to the Thuthuka Skills Development programme will remain the property of the KZN: Department of Transport and the service provider will hand over all data and information on completion of the contract period.

### Thuthuka Skills Development Programme Resources

Figure 1 presents the current resources and functional requirements for the programme activities.

Level	No.	
1	Beneficiaries	2675 Drivers Licence and 170 Yellow Plant Operator Training
3	Team leader	4
4	Programme Management	
5	Administrators	
6	Payments	
7	Monitoring and Evaluation	
8	Healthy and Safety	

**Figure 1**

### (PARTICIPANTS)

The Thuthuka Skills Development Participants are employed on behalf of the KZN: Department of Transport and are selected from the Wards within Local Municipalities from the most disadvantaged communities of KwaZulu Natal. Their task is to attend driver's licence and Yellow Plant Operator trainings. They attend trainings for 22 days per month. Coordinators regularly check the status of their training.

#### (a) CODE C1 (10)

**Thuthuka Skills Development Participant will:**

- Attend classes for code C1 (10) learner's licence.
- Will get material for learner's licence classes
- Upon completion of studies will be issued with learners licence.
- Will attend driving lessons to a maximum of 30 lessons per learner towards obtaining a code C1 driver's licence
- Apply for driver's licence.
- Provide a photo's needed for the drivers licence test.
- Vehicle hire for the final driver's licence test at the traffic department.
- Obtain Code C1 (10) driver's licence upon passing drivers licence test

#### (b) Yellow Plant Operator Grader Training

They will attend the theoretical training over a period of 5 days and the course outcomes covered are:

- Explain safety procedures when maintaining and or operating the grader, excavator, roller
- Demonstrate knowledge of the functions of a grader, excavator, roller
- Plan for work activities and prepare work area
- Start and shut down a grader, excavator, roller
- Operate a grader, excavator, roller
- Transport a grader, excavator, roller to and from site

They will attend the practical training over a period of 5 days and will cover all the practical aspects of the training and will consist of the following modules:

- Safety before operating the machine
- Walk around inspection
- Operator compartment checks, including the warning system
- Machine controls
- Operating techniques
  - Starting procedures
  - After start procedures
  - Machine operation (includes all grader operating techniques)
  - Machine parking
  - How to transport the machine?

They will attend the final assessment over a period of 10 days

They will be issued with Yellow Plant Operator Training Certification upon completion of the training which is CETA Accredited.

They will apply and obtain professional driving permit upon completion of the Yellow Plant Operator Training.

#### **TEAM LEADERS**

Team Leaders are employed by the service provider. This structure reinforces the lines of communication and also introduces clear lines of accountability to the Programme. Team Leaders must have attained Matric and EB driver's license as a prerequisite. Team Leaders manage their respective Coordinators by ensuring routine tasks are carried out.

They are also involved in the monitoring and evaluation of the Programme and reporting their findings to Programme Management. They play an important oversight role when issues of poor performance have to be addressed. They are responsible for the formal aspects of counselling and the issuing of performance notifications which allow the Coordinators to maintain a working relationship with their training providers.

#### **SOME OF THE DUTIES TO BE PERFORMED**

- Proactive planning of the Thuthuka Skills Development programme activities.
- Keep Programme Management informed on the status of the programme in the regions;
- Keep KZN: DOT informed on the status of the programme in their maintenance areas;
- Keep Councillors informed on the status of the programme in their wards;
- Compliance with the occupation, health and safety act.

#### **4. PROGRAMME MANAGEMENT**

One of the key outputs of the programme is the accurate and efficient management of the programme. This output plus the timely and accurate reporting on the Programme to the KZN:DOT will be the prime responsibility of Programme Management.

#### **5. MONITORING AND EVALUATION**

The performance of the programme must be continually monitored. Routine reports must be submitted on a regular basis with reflective reports on specific issues being reported on an ad hoc basis.

## 6. PROGRAMME ADMINISTRATION

### a) Responsibilities

Programme Administration is responsible for the management and storage of all data related to the Thuthuka Skills Development Programme. They rely on the Team Leaders to supply them with all necessary forms and details. Data to be captured and managed include the following:

Data Details	Hard Copy	Electronic Copy
Participants personal particulars	Individual folder	Server
Participants bank account details;	Individual folder	Server and audit datasets
Scanned copies of the Participants identity documents	Individual folder	Server
Digital photographs of Participants	No hard copy	Server
Record of all payments made to Participants	Grouped by Area	Server and audit datasets
Participants attendance records	Grouped by Ward	Server
Scanned copies of Participants contracts	Individual folder	Server
Monthly records of the condition of Participants sections	No hard copy	Server
Records of PPE's issued to Participants	Individual folder	Server

### b) Deadlines for Data Capture

All records must be kept up to date. These records must be available for download or scrutiny within the periods stated below:

- Details of new participants within 2 weeks of their recruitment;
- Attendance records by the second last day of the month;
- Payment details within 2 days of payment;
- Performance records within 2 days of inspection; and

### c) Storing of Data

All records must be stored electronically on a web-based information management database (Server). Hard copies of data will either be stored separately (Individual's Folders) or grouped by ward or area. Individual's Folders are grouped by ward in storage boxes.

### d) Checking of Data

Data must be checked routinely by programme management on a monthly basis. Records of which data was checked on which date must be kept separately:

- Electronic data must be checked against Individual's Folders; and
- The Individual's Folders must be checked for completeness.

Records of missing or incorrect data must be presented to the KZN: DOT Project Manager on a monthly basis. The KZN:DOT Project Manager will carry out independent random checks of this information.

## 7. DETERMINING BENEFICIARY NUMBERS

The KZN:DOT is responsible for the determination of the number of Participants for the Thuthuka Skills Development Programme. The density of unemployed people in a ward forms the basis of the allocation procedure. The KZN:DOT will from time to time inform Project Management of any changes to the distribution and numbers of Thuthuka Skills Development Participants in a ward.

## 8. SELECTION PROCEDURE

### SECTION ALLOCATION

Community ward structures/councillor assist with the identification of candidate sections and notify the communities through the Ward Structures. KZN: DOT Team finalise the selection for the participants.

## 9. HAZARD IDENTIFICATION AND RISK ASSESSMENT

(Construction Regulation & OH&S Act) All construction Regulations are as per construction Regulations 2014.

## 10. DEVELOPMENT OF RISK ASSESSMENTS

### a) Duties of the Programme Manager

The Programme Manager shall, before the commencement of any services, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

### b) Included in the Risk A

The Risk Assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed;
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified a monitoring plan; and
- A review plans

## 11. ROTECTIVE CLOTHING

All yellow plant training participants will be issued with suitable protective clothing and footwear in the form of overalls, boots, goggles, reflective safety vests, cones and gloves. Team leaders and coordinators must wear their reflective safety vests when monitoring sites

### Personal & Other Protective Equipment (the OHS Act)

The service provider is required to identify hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the service provider, that he instructs and trains the Participants in the use of the equipment and ensures that the prescribed equipment is used by the Participants.

Participants do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for a beneficiary to use or wear prescribed protective equipment through health or any other reason, the beneficiary cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or terminating the beneficiary.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the beneficiary requests additional issue in excess of what is prescribed
- Where the beneficiary has blatantly abused or neglected the equipment leading to early failure
- Where the beneficiary has lost the equipment

All Participants shall, as a minimum, be required to wear the following PPE:

Supply Chain Management Quotation Pack

Invitation to Tender Standardized 18 January 2023

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

## **12. PAYMENT PROCEDURE**

Good governance requires that payments to programme participants are accurate and auditable. To this end the functions of Programme Management and Administration are clearly separated from the payment of participants. Programme administration and payment have been structured to have separate reporting protocols using the same datasets.

## **13. THUTHUKA SKILLS DEVELOPMENT PARTICIPANTS PAYMENT SCHEDULE:**

All electronic payments to Thuthuka Participants are made through the KZN:DOT salary payment system. Attendance registers are utilised to submit payspace schedules for participants, payspace schedules to be submitted by the 15th of every month.

All Thuthuka participants are required to operate a banking account and be registered with SARS so that they can be paid electronically. Payments are made automatically on the 31st of every month to those Thuthuka Participants who have fulfilled their obligations in terms of their contract. No payments will be made without the approval of the Programme Management.

Adjustments through non-attendance or tool damage repayments must be clearly presented. Because the monthly payment amounts are claimed IN ADVANCE, there must be a reconciliation of what was claimed and what was actually paid. Previous months reconciliations will be clearly shown on the monthly invoice.

## **14. THUTHUKA SKILLS DEVELOPMENT PROGRAMME SUPPORT INVOICE:**

This invoice must be submitted to the KZN: Department of Transport – Technology Transfer Centre for authorisation by the 30th of every month. The invoice will present all costs incurred to support the Thuthuka Skills Development Programme based on the approved Business Plan. Details of time, travel and other disbursements must be presented in the approved format.

## **15. PROCESS FLOW**

The attendance and performance of the Thuthuka Skills Development Participants and Training service providers are monitored monthly by the Team Leaders. Payments to the Thuthuka Skills Development Participants are made at the end of every month that they have worked.

## **16. PAYMENT REGISTERS**

Programme Administration will maintain an ongoing payment register which reflects all Thuthuka Skills Development Participants recruited for the Programme and the details and time of each and every payment made.

## **17. RECONCILIATIONS**

Because the monthly payment amounts are claimed IN ADVANCE, there must be a reconciliation of what was claimed and what was actually paid. Previous months reconciliations will be clearly shown on each monthly claim.

## **18. CONTROLS**

The Programme service provider will be held accountable for ensuring that payments are made timeously and correctly. Payment, attendance and performance registers must be maintained on a daily basis and must be available for scrutiny at any time.



## **19. PAYMENT CONTROL MECHANISMS**

Each month the team leader will submit performance and attendance registers to the Programme Manager. These registers, being the basis for payment, must be sufficiently detailed and accurate to back up the Thuthuka Skills Development Programme Participants. Details of these registers will be made available and accessible to the KZN: DOT.

Payments claimed or made to Thuthuka Skills Development Programme Participants without the necessary performance and attendance registers will be deemed as UNAUTHORISED and the KZN: DOT will not be responsible or accountable for these payments.

Every effort must be made by the team leaders to ensure all new Thuthuka Skills Development Programme Participants are issued with ID documents and bank accounts. No payments can be made to Thuthuka Skills Development Programme Participants who do not have either:

- a birth certificate; or
- a temporary ID documents.

## **20. ACQUIRING ID DOCUMENTS**

The expected time for acquiring some form of identification has been set at 30 days. The team leaders are responsible for achieving this target. Should this not be achieved the team leaders will provide the Programme Manager with a written report of each individual instance with proof of any action taken by the team leaders. If the reasons given for the delay are found to be unacceptable the Department may rule that any payments made previously were UNAUTHORISED and the Project Managers would be liable for these payments.

## **21. OPENING OF BANK ACCOUNTS**

The expected time for opening a bank account has been set at 7 days upon appointment. The team leaders are responsible for achieving this target. Should this not be achieved the team leaders will provide the Department with a written report of each individual instance with proof of any action taken by the team leaders. If the reasons given for the delay are found to be unacceptable the Department may rule that any payments made previously were UNAUTHORISED and the Programme Managers would be liable for these payments.

The Department will not allow cash payments to newly recruited Participants. All payments to the Participants will be made into a bank account designated by them.

**Participants who have not opened a bank account their contracts may be terminate**

## **A) Specifications**

### **PRICING DATA**

#### **PRICING INSTRUCTIONS**

- The Service Provider is required to provide all the services necessary to undertake the THUTHUKA SKILLS DEVELOPMENT PROGRAMME in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment of new participants and training service providers.
- The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- For each of the following the tenderer must price for monthly fees. The tendered rate shall cover all expenses, overheads and mark-ups applicable for the personnel specified.

#### **1. Project Management fees**

This shall include all project management services not paid for in any of the payments below.

#### **2. Project administration**

Shall cover all the costs incurred by tenderer for the total administration management of the Thuthuka Skills Development Programme, including premises rentals, computers, printers, telephones, stationary and other associated costs, such as Data management.

#### **3. Payment of technical/operational staff and trainings**

The tenderer must tender a collective sum for all the technical/operational staff and trainings that he will utilise for this project.

#### **4. Data Reporting**

The service provider must provide an electronic data reporting tool: the programme must be able to perform and reflect the following tasks:

- capture and save personal details of each beneficiary (name, surname, identity number, ward number, street address, and ID photo);
- must be able to capture the beneficiary's employment date, contract start date and termination or exit date for all beneficiaries;
- track banking details and payment slips of all beneficiaries;
- show beneficiaries attendance registers;
- save old and new records of the beneficiaries including records of tools and PPE issued to each beneficiary
- Save scanned contracts of beneficiaries;
- Keep the records of management, performance, safety and incident reports;
- Records of weekly and monthly District meetings;
- The programme must be user friendly and be auditable by the KZN: DOT
- Drop down reports
- Be able to Link each beneficiary Identification and all employment records and tools issued
- All data and information relating to the Thuthuka Skills Development Programme will remain the property of the KZN: DOT and the service provider will hand over all data and information on completion of the contract period.

#### **5. Cell phone packages for technical and operational staff**

Technical/operational staff are constantly out in the field and therefore provision shall be made for communication devices and all operation costs.

#### **6. Travel allowance**

Project Manager to travel once a month to all regions for site monitoring and meeting

Team Leaders to travel twice a week to all regions for site monitoring

**7. Supply and delivery of tools and PPE**

**8. One Month Hand Over Period**

Ad-hoc rate based on vehicles provided for Co-ordinators and Team leaders.

The expenses stated by the Employer are:

Item	Amount
Travel allowance (per km);	As per Employer's ad-hoc rates
Bank charges	As per bank rates