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Private Bag X PIETERMARITZBURG, 3200

Nkosi Mhlabunzima Maphumulo House,  
172 Burger Street, Pietermaritzburg  
Tel: 033 3550655

## Invitation to Tender - ZNB01852/00000/00/HOD/GEN/23/T

### KwaZulu-Natal- Department of Transport

Suitable service provider to bid for the appointment of Professional engineering service provider to provide programme management support, mentorship support and business training for the Contractor Development Programme for a period of three (3) years.

The Department reserves the right to not award the bid

#### Mandatory Requirements:

Attach Proof of the Following Documents	Comply	Not Comply
CETA accredited with accreditation letter detailing all Unit Standards for which the bidder is accredited		
Valid SACPCMP or Pr CPM or Professional Registered with ECSA as (Pr. Eng. / Pr. Eng. Tech) registration		

#### Collection of Bid Documents

The bid documents must be downloaded from the e-tender website: name [www.etenders.gov.za](http://www.etenders.gov.za) Reference number: ZNB01852/00000/00/HOD/GEN/23/T and/or the KZNDOT website [www.kzntransport.gov.za](http://www.kzntransport.gov.za).

#### **Briefing Session (compulsory)**

**Date: 07 July 2023**

**Time: 10h00**

**Venue: McDonald Theatre, T2 Centre, 172 Burger Street, Pietermaritzburg.**

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Mr Sandile Nkala Telephone: 033 355 8600 E-mail: <a href="mailto:Sandile.Nkala@kzntransport.gov.za">Sandile.Nkala@kzntransport.gov.za</a>	Mr. B Mthembu 033 355 8739 Mr. N Sithole 033 355 8788 Telephone: 033 355 8775 E-mail: <a href="mailto:Bongumusa.Mthembu@kzntransport.gov.za">Bongumusa.Mthembu@kzntransport.gov.za</a> E-mail: <a href="mailto:Nhlanhlehle.Sithole@kzntransport.gov.za">Nhlanhlehle.Sithole@kzntransport.gov.za</a>

Deadline for the submission of all technical enquiries is the 19<sup>th</sup> of July 2023 at 16h00.

Bid documents must be dropped off at the bid box will clearly marked ZNB01852/00000/00/HOD/GEN/23/T, located at the offices of the Department of Transport Pietermaritzburg Head Office at Inkosi Mhlabunzima Maphumulo House located at 172 Burger Street, Pietermaritzburg, 3201 by the closing date and time.

**The closing time for receipt of Tenders is 11h00 on Thursday 27 July 2023 at KZN Department of Transport, 172 Burger Street, Pietermaritzburg, 3201**

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

Supply Chain Management Quotation Pack  
Invitation to Tender Standardized 18 January 2023

**ABBREVIATION/ ACRONYMS**

The following abbreviations are used throughout this document

<b>Abbreviation</b>	<b>Full Term</b>
<b>CDP</b>	Contractor Development Programme
<b>EME</b>	Emerging Micro Enterprise
<b>QSE</b>	Qualified Micro Enterprise
<b>CIDB</b>	Construction Industry Development Board
<b>KZNDOT</b>	KwaZulu-Natal Department of Transport
<b>EOI</b>	Expression of Interest
<b>CSD</b>	Central Suppliers Database
<b>CIPC</b>	Companies And Intellectual Property Commission
<b>BBB-EE</b>	Broad base Black – Economic Empowerment
<b>CETA</b>	Construction Education and Training Authority
<b>SAQA</b>	South African Qualification Authority
<b>MOU</b>	Memorandum of Understanding
<b>UIF</b>	Unemployment Insurance Fund
<b>NYS</b>	National Youth Service
<b>PFMA</b>	Public Finance Management Act
<b>SCM</b>	Supply Chain Management
<b>NPA</b>	National Prosecuting Authority
<b>SANAS</b>	South African Accreditation System
<b>GCC</b>	General Condition of Contract
<b>SCC</b>	Special Condition of Contract
<b>NIP</b>	National Industrial Participation
<b>ECSA</b>	Engineering Council of South Africa
<b>SACPCMP</b>	South Africa Council for Project and Construction Management Profession
<b>SARS</b>	South African Revenue Service
<b>PLC</b>	Project Liaison Committee
<b>OHS</b>	Occupational Health and Safety



**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

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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>					
BID NUMBER:	ZNB01852/00000/00/HOD/GEN/23/T	CLOSING DATE:	27 JULY 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL ENGINEERING SERVICE PROVIDER TO PROVIDE PROGRAMME MANAGEMENT SUPPORT, MENTORSHIP SUPPORT AND BUSINESS TRAINING FOR THE CONTRACTOR DEVELOPMENT PROGRAMMED FOR A PERIOD OF THREE (3) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>			<b>OR E-MAILED TO:</b>		
Department of Transport, Head Office			Under no circumstances must suppliers submit their quotation offers/ responses to the official whose name appear on the enquiries.		
Nkosi Mhlabunzima Maphumulo House					
172 Burger Street					
Pietermaritzburg, 3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Bongumusa Mthembu Nhlanhlehle Sithole	
TELEPHONE NUMBER	033 355 8600		TELEPHONE NUMBER	033 355 8739/033 355 8788	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sandile.Nkala@kztransport.gov.za">Sandile.Nkala@kztransport.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Nhlanhlehle.sithole@kztransport.gov.za">Nhlanhlehle.sithole@kztransport.gov.za</a> <a href="mailto:Bongumusa.Mthembu@kztransport.gov.za">Bongumusa.Mthembu@kztransport.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:		<b>OR</b>	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 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		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



**PART B (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 initialed. If not initialed 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	<u>Points</u>	<u>Acceptable Proof for Allocation of Points</u>
<b>1. An QSE or GEN which is at least 51% owned by</b>	<b>Max points = 6 points</b>	CIPC company registration documents and CSD report and BBB-EE Certificate
black people	3 points	
black people who are youth	1 points	
black people who are women	1 points	
black people with disabilities	1 points	
<b>2. Promotion of Tenderer's located in a Specific Area</b>	<b>Max points = 4 points</b>	CIPC company registration documents
Operating business address located within KwaZulu Natal	4 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. ZNB01852/00000/00/HOD/GEN/23/T**

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

Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

*(sole member still must sign this resolution)*

Signature of members:

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

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



**Failure to complete, sign and date the 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 favorable bid is accepted or less favorable 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**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

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

Site/Building/Institution Involved: **KwaZulu-Natal Department of Transport**

Quotation Reference No: **ZNB01852/00000/00/HOD/GEN/23/T**

Goods/Service/Work: **THE APPOINTMENT OF PROFESSIONAL ENGINEERING SERVICE PROVIDER TO PROVIDE PROGRAMME MANAGEMENT SUPPORT, MENTORSHIP SUPPORT AND BUSINESS TRAINING FOR THE CONTRACTOR DEVELOPMENT PROGRAMMED FOR A PERIOD OF THREE (3) YEARS**

\*\*\*\*\*

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

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

Visited and inspected the site 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)

<b>Departmental Stamp With Signature</b>



**SECTION F**

**SBD 3.1**

**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: ZNB01852/00000/00/HOD/GEN/23/T
Closing Time 11h00	Closing date: 27 <sup>th</sup> of July 2023

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

Item No:	Description	Unit	Quantity	Rate	Total Amount
1	<b>Social Facilitation and Stakeholder Engagement</b>				
1.1	(4 Hours per day x 21 Days x 36 Months X 4 Social Facilitators)	No of Hours	12096		
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount</b>
2	<b>Project Implementation Management, and Contract Admin</b>				
2.1	a) Principal Programme Manager, (2 Hours x 21 Days 12 Months x 3 years)	No of Hours	1512		
	b) Senior Project leaders; (District Level), (4 Hours x 21 Days x 12 Months x 3 Years x11 Project Leaders)	No of Hours	33 264		
	c) Junior Project leaders; (Local Level), (21 Days x 12 Months x 3 Years x 33 Junior Project Leaders)	Daily Rates	24 948		
3	<b>Mentorship includes Business and construction mentorship.</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount</b>
3.1	a) Principal Mentor (provincial level), (2 Hours x 12 x 3 years)	Hours	1512		
	(b) Senior Mentor (district level), and (4Hours x21 Days x 12 Months x 3 Years x 4 Senior Mentors)	Hours	12 096		
	b) Junior Mentor (21 Days x 12 Months x 3 Years x 33 Junior Mentors)	Daily Rates	24 948		
4	<b>Recruitment of the Contractors</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount</b>



4.1	<ul style="list-style-type: none"> <li>a. Recruitment the CDP contractors</li> <li>b. Allocate Projects to the Recruited Contractors in Competitive Process</li> <li>c. Induction of the Contractors</li> </ul>	No of Districts	11		
		No	264		
		No	1		
5	<b>Mobilization of Resources: Access of Finance, and Plant Hires</b>	Unit	Quantity	Rate	Total Amount
5.1	<b>Facilitate Access to finance from funding institutions for the CDP</b>  (The programme manager will be paid upon the conclusion of the MOUs with an Authorised Financial Service Provider or Government Institutions).	MOU	04		
5.2	<b>Facilitate Access to plants from Plant Hire Companies</b>  (The programme manager will be paid upon the conclusion of the MOUs with plant hire companies).	MOUs	04		
6	<b>Provision of CETA Accredited Business Training: SAQA ID 49648, ID66249, (Quote the Average of 138 credits)</b>	Unit	Quantity	Rate	Total Amount



6.1	<p><b>a) Skills Gap analysis.</b> (<i>Profiling of contractors in terms Skills gap Analysis</i>)</p> <p><b>c) Provision of Classroom Training</b> (Rate shall include the provision of training, and training material. A valid Training Attendance Registers is required for payment purposes)</p> <p>Payment will be 50% of rate at this stage.</p> <p><b>d) Assessment, Moderation and uploading learner data on SAQA website.</b> Learners to be assessed formatively and summative. All assessments to be moderated internally and externally. Learner support and mentoring to be provided in the completion of logbooks and practical work experience. (Payment will be made on proof that moderated learner data has been uploaded on SAQA website.) logbooks Required. Payment will be 35% of rate at this stage.</p> <p><b>e) Issue of SAQA Certification /Qualification</b> Learners obtained and received formal accreditation and certificates handed to the Department Payment will be 15% of rate at this stage. This rate must include all business registration and legislative business requirement.</p>	Per Contractor	264		
6.2	<p><b>Stipend</b></p> <p><b>Stipend to be paid as per National Youth Service (NYS) standards</b></p> <p><b>The Supplier Must have an Payroll Management System and be Audited for the payment of the beneficiaries.</b></p> <p>The stipend will be paid for the period of 3 months when contractors are attending the classroom training for 3 years in different training intervals R3000 X 3 months = R9000 x 264 Contractors = R2 376 000</p> <p>Handling Fees for Payroll Management must not more than % of the R2 376 000</p>	R2 376 000.00			R2376 000.00
7	<p><b>CETA Accredited Skills Programme:</b> <b>Construction:ID24133, ID24173, ID49053, ID77063, ID20813, ID49058, ID49602, ID49016, ID65789, ID20813 ,ID65409</b> <b>(Quote average of 140 credits)</b></p>	Per Contractor	264		
7.1	<p><b>a Skills Gap analysis.</b> (<i>Profiling of contractors in terms Skills gap Analysis</i>)</p>				



	<p><b>b) Provision of Onsite Mentorship</b> (Rate to include mentorship provider cost, material cost. A verified Training Attendance Registers is required for payment purposes) <b>Payment will be 50% of rate at this stage.</b></p> <p><b>c) Assessment, Moderation and uploading learner data on CETA website.</b> Learners to be assessed formatively and summative. All assessments to be moderated internally and externally. Learner support and mentoring to be provided in the completion of logbooks and practical work experience. (Proof that moderated learner data has been uploaded on CETA website.) logbooks Required) <b>Payment will be 35% of rate at this stage.</b></p> <p><b>d) Issue of SAQA Certification /Qualification</b> Learners obtained and received formal accreditation and certificates handed to the Department <b>Payment will be 15% of rate at this stage.</b></p> <p><b>NB the balance of 100% for training will be paid upon the submission of all the CETA accredited certificate to the Department</b></p>				
8	<p><b>Contractor Upgrading Fees</b> The Service Provider will be paid upon the number of contractors who have upgraded their CIDB status (proof of contractor CIDB grading will be required)</p>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount</b>
8.1	Upgrading from CIDB Grade 1 to CIDB Grade 2	Per upgrade	132		
	Upgrading from CIDB Grade 2 to CIDB Grade 3	Per upgrade	198		
	Upgrading from CIDB Grade 3 to CIDB Grade 4	Per upgrade	264		
	Upgrading from CIDB Grade 4 to CIDB Grade 5	Per upgrade	132		
	Upgrading from CIDB Grade 5 to CIDB Grade 6 or Exit	Per upgrade	66		





**KWAZULU-NATAL PROVINCE**

TRANSPORT  
REPUBLIC OF SOUTH AFRICA

**Management Fees**

Item	(Provisional sum)	Unit	QTY	Rate	Amount
9	<b>Travel expenses and accommodation expenses in line with Department policy</b>				
9.1	Proof of expenses utilized for business purposes must accompany invoices Specify mode of transport and rate/kilometer *** All applicable taxes' include value added tax, pay as earn, income tax, UIF contributions, and skills development levies.  <b>MONTHLY DISBURSEMENT: Not more than 10% of the monthly professional fees</b>	Months	36		
	<b>SUB-TOTAL 1</b>				
	<b>ADD CONTINGENCIES (10%)</b>				
	<b>SUB-TOTAL 2</b>				
	<b>VAT (15%)</b>				
	<b>GRAND TOTAL INCLUDING VAT</b>				
<b>TOTAL BID AMOUNT FOR ALL OFFICES FOR 36 MONTHS IN WORDS</b>					

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 & accepts all conditions/clauses contained in the said documents.

Signature of duly authorised representative \_\_\_\_\_

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

Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery 5 DAYS

- 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.



**SECTION G**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
.....  
.....

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



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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



**KWAZULU-NATAL PROVINCE**

TRANSPORT  
REPUBLIC OF SOUTH AFRICA

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

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

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

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

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



**SECTION 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 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**
- a) The applicable preference point system for this tender is the 90/10 preference point system.
  - b) Either the 90/10 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>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 A SANAS accredited certificate of BBBEE must be attached as proof.



- 1.6 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.
- 1.7 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 90/10 PREFERENCE POINT SYSTEMS**

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

**90/10**

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**90/10**

$$Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 the 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that the 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 90/10 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 the 90/10 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by	Max points = 6 points	
black people	3 point	
black people who are youth	1 point	
black people who are women	1 point	
black people with disabilities	1 point	
<b>Promotion of Tenderer's located in a Specific Area</b>	Max points = 4 points	
Operating business address located within the KZN Province	4 points	
<b>Total</b>	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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



**SECTION I**

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) 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;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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



**CONTRACT FORM - RENDERING OF SERVICES**

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

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

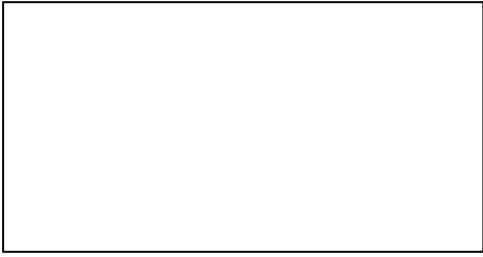
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES

1 .....

2 .....

DATE: .....



**SECTION J**  
**GENERAL CONDITION OF CONTRACTS**

**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 R200 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**

1. 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.

**2. CONTRACT PERIOD**

- 1.1 36 Months

**3. EVALUATION CRITERIA**

There are 4 (*Four*) main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality and the price and preference points.

**3.1 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
<b>PART A</b>	INVITATION TO BID (SBD 1)		
<b>PART B</b>	TERMS AND CONDITIONS FOR BIDDING (SBD 1)		
<b>SECTION A</b>	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID		
<b>SECTION B</b>	MEMBERS RESOLUTION		
<b>SECTION C</b>	REGISTRATION ON CENTRAL SUPPLIERS DATABASE		
<b>SECTION D</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE		
<b>SECTION E</b>	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE		
<b>SECTION F</b>	PRICING SCHEDULE		
<b>SECTION G</b>	BIDDER'S DISCLOSURE		
<b>SECTION H</b>	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE KZNDOT INTERIM PREFERENTIAL PROCUREMENT POLICY- JANUARY 2023 (SBD6.1)		
<b>SECTION I</b>	CONTRACT FORM		
<b>SECTION J</b>	GENERAL CONDITIONS OF CONTRACT		
<b>SECTION K</b>	SPECIAL CONDITIONS OF CONTRACT		
<b>SECTION L</b>	TERMS OF REFERENCE/ SPECIFICATIONS		





**3.2 Step 2 – Mandatory Requirements**

Attach Proof of the Following Documents	Comply	Not Comply
CETA accredited with accreditation letter detailing all Unit Standards for which the bidder is accredited		
Valid SACPCMP or Pr CPM or Professional Registered with ECSA as (Pr. Eng. / Pr. Eng. Tech) registration		
Only the Service Provider who has passed all the evaluation steps will be required to have a Professional Indemnity insurance of a minimum cover of R200 million prior to the appointment by the Head of Department.		

**3.3 Step 3 – Functionality**

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

Only the Bidders that can achieve minimum threshold of 60 % (60 of 100) will further be evaluated on the price and preference points;

NO	CRITERIA	DESCRIPTION	REQUIREMENT	POINTS CLAIMABLE	MAX POSSIBLE POINTS
1	<b>Company Experience</b>	<p>Successful completed project in Management of Contractor Development Programmes within the built infrastructure environment?</p> <p>Acceptable proof in the form of:</p> <p><b>NB: Signed reference letter on client letter head indicating similar project and undertaken and duration. The letter must have other client contact information.</b></p> <p><b>The letter must be signed by the designated Project/Programme Manager or another designated senior official.</b></p>	5 Programmes and above	20	20
			3 to 4 Programmes	10	
			1 to 2 Programmes	5	
			0 Programmes	Disqualification	
2	<b>Capacity and Experience of 1 Programme Director</b>	<p>Portfolio of Evidence detailing the number of Incubation Programmes in infrastructure environment.</p> <p>Signed reference letter on client letter head indicating similar project and undertaken and duration. The letter must have other client contact information.</p> <p>The letter must be signed by the designated Project/Programme Manager or another designated senior official.</p>	10 incubation projects and above	15	15
			5 to 9 incubation projects	10	
			2 to 4 incubation projects	5	
			0 to 1 incubation project	Disqualification	





		Professional Registered with ECSA as Pr Eng / SACPCMP or Pr CPM (Civil Engineering) accompanied by at least CETA-LIC NQF 7 certificate.	15 years' experience and above	15	15
		Years of experience calculated post professional registration.	10 to 14 years' experience	10	
		Valid proof of qualification and Professional registration must be submitted along with CV showing the number of similar projects successfully completed	6 to 9 years' experience	5	
			0 to 5 years' experience	Disqualification	
3	<p><b>Capacity and Experience of The Project Leaders, must be Project Leaders-for 11 Districts</b></p> <p><b>Submission of 0 to 10 personnel will lead to disqualification</b></p> <p><b>An average score of 11 personnel must be calculated up to a maximum of 20 points</b></p>	<p>Portfolio of Evidence detailing the number of Incubation Programmes in infrastructure environment.</p> <p>Signed reference letter on client letter head indicating similar project and undertaken and duration. The letter must have other client contact information.</p> <p>The letter must be signed by the designated Project/Programme Manager or another designated senior official.</p>	<p>10 incubation projects and above</p> <p>5 to 9 incubation projects</p> <p>2 to 4 incubation projects</p> <p>0 to 1 incubation project</p>	<p>15</p> <p>10</p> <p>5</p> <p>Disqualification</p>	15
		Professional Registered with SACPCMP as (PrCPM or PrCM) or Professional Registered with ECSA as (Pr. Eng. / Pr. Eng. Tech) accompanied by at least CETA-LIC NQF5 certificate.	15 years' experience and above	15	15
		Year of experience calculated post professional qualification.	10 to 14 years' experience	10	
		Valid proof of qualification and Professional registration must be submitted along with CV showing the number of similar projects successfully completed	6 to 9 years' experience	5	
			0 to 5 years' experience	Disqualification	
4	<p><b>The relevance of the Methodology.</b></p>	<p>Does the Bidders indicate the necessary understanding of the scope of work and how they intend to achieve the scope?</p> <p><b>The following areas must be covered in the proposed methodology but are not limited:</b></p>	<p>The methodology will be scored based on the following:</p>		20



	4.1 Does the proposal indicate a relevant of Overall understanding of the assignment?	Overall Programme Plan including the stakeholder engagement plan & Management	03	
	4.2 Does the proposal adequately address training and mentorship?	a) Skills gaps analysis,	05	
		b) Training and Mentorship Design	05	
		c) Training and mentorship implementation Plan	05	
	4.3 Does the proposal adequately address progression of contractors	Progression Strategy	02	
<b>TOTAL</b>				<b>100</b>

**3.4 Step 4 – Price and Preferential Point Evaluation**

- 3.4.1 This bid will be evaluated using the 90/10 preference point system.
- 3.4.2 Bidders must comply with SBD 6.1 Declaration form to claim preference points.

4. The following is the new additional information to the tender: -

**4.1 Deadline for submission of Technical Enquiries**

The deadline date for submission of technical enquires the **19<sup>th</sup> of July 2023 at 16h00.**

**5. 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).



**KWAZULU-NATAL PROVINCE**

**TRANSPORT**  
REPUBLIC OF SOUTH AFRICA

**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**

**TERMS OF REFERENCE FOR THE IMPLEMENTATION OF THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE (3) YEARS.**

**1. INTRODUCTION AND PROBLEM STATEMENT**

The purpose of this tender is to source suitably qualified and professional service provider to support the department in the implementation of CDP.

In support of the Transformation, the Department has thus redesigned the Contractor Development Programme with a view to recruit a number of emerging contractors who will be supported in an to incubated environment through provision of projects; and onsite mentorship and accredited training.

The CDP programme is a deliberate and managed process to achieve targeted developmental outcomes that improves contractor grading status, performance, quality, equity and targeted ownership. The CDP Policy framework has been approved on the 2<sup>nd</sup> September 2021 and the Department is now ready to roll out the programme across all regions. In order to roll out the programme as per design principles; the Department requires professional service providers to send bids for the execution of this programme.

**2. THE DURATION OF THE APPOINTMENT**

The duration of the appointment is 3 years in line with the duration of the programme.

**3. SCOPE OF WORK**

Below is the scope of work that is cost driving as follows.

**a. Overall Programme Management Support, Onsite Mentorship and Business training**

The service provider is required to perform the following detailed activities per workstream

**3.1. Document Review.**

3.1.1 Review existing CDP documents.

3.1.2 Align CDP document with any legislative prescripts and make recommendation to the Department

**3.2. Programme Implementation Plan.**

3.2.1 Develop programme implementation plan: (Monthly, Quarterly, Annual)



3.2.2 Support the CDP contractors to develop Project Plans

**3.3. Recruitment of Contractors on behalf of the Department.**

3.3.1 Undertake the recruitment of CDP contractors.

3.3.2 Develop the database of the final number of recruited contractors.

3.3.3 Allocate the CDP Projects to Contractors in line with SCM guidelines

3.3.4 Conduct induction for CDP Contractors

**3.4 Guidance on Occupational Health and Safety compliance to CDP contractors.**

3.4.1 Provide guidance on OHS.

3.4.2 Approve OHS plans

3.4.3 Conduct site safety Monthly Audit

3.4.4 Conduct Risks assessments

3.4.5 Conduct monthly environmental Audit

**3.5 Manage upgrading and exiting of the contractors**

3.5.1 Facilitate the upgrading of CDP contractors as per CIDB requirements,

3.5.2 Validate contractor status prior to allocation of new scope of works

3.5.3 CDP contractor Exiting Report

**3.6 Manage and Support CDP contractors' payments.**

3.6.1 Confirm that work is constructed as per the project specification

3.6.2 Quantify the measurement of work done in order to issue the monthly payment certificate.

3.6.3 Support the CDP contractors in the compilation of payment certificates

3.6.4 Submit the Payment certificates of CDP contractors to Dept.

**3.7 Manage Social Facilitation for the Programme.**

3.7.1 Undertake the Social Facilitation for the duration of the programme.

3.7.2 Administer the PLC meetings

3.7.3 Develop the stakeholder Engagement plan for the programme

3.7.4 Develop the stakeholder engagement Matrix

3.7.5 Provide the stakeholder Reports

**3.8 Capacity building and skills transfer to relevant DOT officials.**

3.8.1 Develop the skills transfer and capacity building plan.

3.8.2 Provide Capacity Building to the identified DOT Internal Staff



### **3.9 Access to finance from funding institutions for the contractors on the CDP**

- 3.9.1 Source funding at favorable rates for CDP from approved funding Institutions for the programme.
- 3.9.2 Conclude funding agreements for the CDP in the form of MOUs etc

### **3.10 Access to plant with plant operators for the support of CDP contractors**

- 3.10.1 Source favourable rates for Plant Hire for CDP contractors
- 3.10.2 Conclude plant hire agreements at favourable rates in the form of MOUs etc.

### **3.11 Ensure that the Contractors have an effective business system which is profitable, and auditable.**

- 3.11.1 Assist the Contractors to develop financial statements that is auditable,
- 3.11.2 Assist contractors to set up systems for contractor administration
- 3.11.3 Assist the CDP contractors to be compliant with SARS, CIDB and government regulations.
- 3.11.4 Advise the CDP contractors on best practice and cost-effective construction methods
- 3.11.5 Advise contractors on how to prepare and submit construction status reports
- 3.11.6 Assist contractor to draw up the risk management plans for their projects

### **3.12 Oversee the protect implementation in compliance to specifications, good practice and industry standards.**

- 3.12.1 Oversee the project implementation by the contractor is accordance to specification
- 3.12.2 Provide the project performance Reports to the Department

### **3.13 Provide the Classroom Training to CDP contractors**

- 3.13.1 Conduct the Skills gap analysis for CDP contractors.
- 3.13.2 Design a specific training intervention for each contractor
- 3.13.3 Produce relevant classroom training material and instructional manuals
- 3.13.4 Ensured training is compliant to CETA standards with accredited unit standards.
- 3.13.5 Produce CETA accredited training certificates at the end of each training cycle
- 3.13.6 Implement CETA accredited classroom training NQF Level 2 and 4 to CDP contractors

### **3.14 Provide on Site Mentorship to CDP contractors**

- 3.14.1 Provide mentorship in the implementation of technical scope of work on site
- 3.14.2 Conduct technical assessment to verify technical expertise and experience



- 3.14.3 Develop mentorship and coaching plan in order to respond to the specific areas where the contractor requires the assistance
- 3.14.4 Conduct Site Visits to validate progress in the implementation of technical outputs, training, mentorship in the CDP.
- 3.14.5 Assist contractors to interpret the technical specifications
- 3.14.6 Advise contractors on how to timeously rectify the project defects
- 3.14.7 Advise the CDP contractors on the effective and efficient methods of construction in order to maximize site production.
- 3.14.8 Advise the contractors on how to manage and supervise work on and off site
- 3.14.9 Conduct periodic assessments per contractor on project execution prior to completion or exit
- 3.14.10 Advise contractors on how to upgrade to CIDB grading designation
- 3.14.12 Monitor and evaluate contractor's performance per site
- 3.14.13 Mentorship final assessment report

**3.15 CDP governance**

- 3.15.1 Attend monthly, Quarterly, and Yearly steering committee and technical meetings
- 3.15.2 Provide the Steering Committee Administration and Reports
- 3.15.3 Provide the Committee Reports on the Programme indicators
- 3.15.4 Provide the Stakeholder Reports
- 3.15.5 Provide the Steering Committee with Programme Audits Reports
- 3.15.6 Provide and participate on the Audit Compliance and Reports

**3.16 CDP programme reports.**

- 3.16.1 Compile CDP Programme Reports on a Monthly, Q quarterly, Yearly as required by the Dept
- 3.16.2 Compile Social and Community Facilitation Reports
- 3.16.3 Compile Contractor Performance Reports
- 3.16.4 Compile Training and Mentorship Reports
- 3.16.5 Compile Construction Site Visits and Monitoring Progress Reports
- 3.16.6 Compile CIDB Progression and Exit Reports
- 3.16.7 Compile Close Out Report
  - 3.16.7.1.1 Yearly Programme Closeout Report
  - 3.16.7.1.2 End of Programme closeout Report



## Regional Offices and District Offices the targeted number of Contractors

Empangeni Region	Ladysmith Region	Durban Region	Pietermaritzburg Region
Zululand District =24	Abaqulusi District =24	uGu District =24	Harry Gwala District =24
uMkhanyakude District=-24	uMzinyathi District =24	Metro =24	uMgungundlovu District =24
King Cetshwayo District=24	uThukela District =24	iLembe District =24	Total No 264

## 4 PROGRAMME MANAGEMENT AND REPORTING REQUIREMENTS

4.2 Upon appointment the service provider will be required to produce the following which will be approved by the Dept;

### 4.2.1 Detailed Inception Report

- (a) The inception report that will detail the overall approach and expected timeframe in which each stage of the project activities costs will be completed. This report will serve as a discussion document on which the detailed approach will be agreed upon and approved by the Dept. The inception report is an interim deliverable that is expected to be completed in one week from the time that the Service Provider is appointed.

### 4.2.2 Detailed Stakeholder Engagement Plan

- a) Develop overall stakeholder management plan for the CDP outlining the critical and influential programme stakeholders and their nature, Interest and how the bidder plans to engage them. These stakeholders should among others not be limited to: CDP contractors, Business Chambers, local leadership structures, CIDB and etc

### 4.2.3 Detail Training Materials

- a) Develop the training manuals which will detail the scope of the training to be covered including the duration of the training as well as the process that will be undertaken. This should include other tools that will assist in the rollout of the training.

### 4.2.4 Completion and Close out reports

- a) Prepare Programme close out reports, yearly, quarterly, Monthly demonstrating the progression of contractors and the status of the programme and make recommendations.





- b) The reports have to be presented in appropriate electronic as well as printed format and must be easily accessible and user-friendly.

## 5 MANDATORY REQUIREMENTS

### 5.1 Standard Bid Documentation

All bidders are required to complete the Standard Bid Documentation

### 5.2

Attach Proof of the Following Documents	Comply	Not Comply
CETA accredited with accreditation letter detailing all Unit Standards for which the bidder is accredited		
Valid SACPCMP or Pr CPM or Professional Registered with ECSA as (Pr. Eng. / Pr. Eng. Tech) registration		
Only the Service Provider who has passed all the evaluation steps will be required to have a Professional Indemnity insurance of a minimum cover of R180 million prior to the appointment by the Head of Department.		

## 6 ANTICIPATED TIME FRAMES

### 6.1 Anticipated Time Frames

It is expected that the CDP will be for a period of thirty six months (36) months from signing the contract Agreement.

## 7 REPORTING

### 7.1 Reporting through the Directorate: Empowerment Programmes

The successful Service Provider will report to the CDP Programme manager and the CDP Steering Committee that will be established by the Dept. the Steering Committee will also sit, will take on a Monthly, Quarterly and Yearly bases. However; the unscheduled meetings may be held as the need arises.

## 8 SUBSISTENCE AND TRAVELLING

The Appointed Service Provider will not claim more than 10% disbursement (travelling disbursement's) of the Monthly invoice.



## 9 EXCLUSIONS OF THE BIDDERS

Any bidder or official directly/indirectly involved in development of the Contractor Development Programme is not allowed to participate.

***NB: The Department reserves the right to appoint more than one (1) service provider.***

### Frequency of Meetings

## 10 COMPETENCES, KNOWLEDGE AND SKILLS REQUIRED

- a) Knowledge and understanding of policies and prescripts governing contractor development as per CIDB
- b) Knowledge and understanding of the PFMA and applicable Preferential Procurement Regulations.
- c) Knowledge and understanding of the CETA compliance requirements as it relate emerging contractor Training and Mentorship as well as empowerment in the Construction sector
- d) Knowledge and overall understanding of transformation strategies within the Infrastructure Sector
- e) Knowledge and understanding the key stakeholders in Contractor Development
- f) Understanding of the Procurement processes and other related legislative prescripts

## 11 MINIMUM RESOURCES REQUIRED

The minimum required resources must be appointed at the respective Regional Office, District Office, and Head office by no later than one month after receiving the appointment letter. Failure to appoint the required minimum resources within one month, the Department reserve the right to terminate the contract at the sole discretion. Below is the minimum number of resources to be seconded to each Regional Office or District Office and/ or Head office: -

### 11.1 Project Leaders

- 1 x Programme Director: Pr Eng/ SACPCMP or Pr CPM (Civil Engineering)
- 11 x Senior Project Leaders: Pr Eng /Pr Tech / SACPCMP or Pr CPM (Civil Engineering)
- 33 x Junior Project Leaders: B-Tech or N Diploma (Civil Engineering)

### 11.2 Mentors

- 1 x Programme Director/Principal Mentor: Pr Eng/ SACPCMP or Pr CPM (Civil Engineering)
- 04 x Senior Mentor: Pr Eng /Pr Tech / SACPCMP or Pr CPM (Civil Engineering)
- 33 x Junior Mentor: B-Tech or N Diploma (Civil Engineering)

### 11.3 Social Facilitator

- 4 x Social Facilitator: Bachelor of Community Development/Developmental Studies



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#### **11.4 CETA Accredited Training Providers**

- 4 x Classroom Training Providers