



## **KWAZULU-NATAL PROVINCE**

**TRANSPORT**  
REPUBLIC OF SOUTH AFRICA

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR  
THE UPGRADE OF MAIN ROAD 75 (P75/2 FROM KM 5.00 TO KM 20.437 AND P75/3  
FROM KM 0.00 TO KM 5.43) IN THE UGU DISTRICT UNDER THE DURBAN REGION**

**CONTRACT NUMBER: ZNB02212/00000/00/HOD/INF/23/T**

**Name of Tenderer:.....**

**This tender closes at 11:00 AM on Monday, 20 January 2025 at the offices of the  
Department of Transport located at 172 Burger Street, PIETERMARITZBURG**

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**Issued by:**  
**The Department of Transport**  
172 Burger Street  
PIETERMARITZBURG  
3201

Contact Name: Dr K. Sibiya  
Telephone: (033) 355-0594

**Enquiries:**  
**The Department of Transport**  
172 Burger Street  
PIETERMARITZBURG  
3201

Contact Name: Ms N. Manukuza  
Telephone: (033) 355-0655

## PART T1: TENDERING PROCEDURES

### TABLE OF CONTENTS

T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	T3
T1.2	TENDER DATA.....	T5

**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 which is published every week on Friday and may be downloaded from the website, [e-tenderportal](#) /[www.kzntransport.gov.za](http://www.kzntransport.gov.za), (select platforms that is available for publication)

The address provided for the lodging of appeals is:

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg

3200

FAX NO.: 033 897 4501

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

### **CONTRACT NO. ZNB02212/00000/00/HOD/INF/23/T FOR: PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 75 (P75/2 FROM KM 5.00 TO KM 20.437 AND P75/3 FROM KM 0.00 TO KM 5.43) IN THE UGU DISTRICT UNDER THE DURBAN REGION**

The Province of KwaZulu-Natal, Department of Transport, invites tenders from Engineering Consultants, experienced in Roadworks, to provide professional services for the Upgrade of Main Road 75 (P75/2 from km 5.00 to km 20.437 and P75/3 from km 0.00 to km 5.43). This project is located in the Umdoni and uMzombe Local Municipality under the Ugu District Municipality in the Durban Region. The total duration of the project is 54 months. The duration allowed for is to achieve all 6 Engineering Council of South Africa (ECSA) Normal Fee Services stages.

Only bidders that satisfy the eligibility criteria stipulated in the Tender Data and who comply with the functionality criteria for experience of key persons, company experience in Complex projects, as stated in the Tender Data, are eligible to be considered for further evaluation.

Bidders shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work.

The requirements of the CIDB B.U.I.L.D. Programme with respect to the Standard for Skills Development is set at 150 hours per R 1 000 000 tendered. (As per CIDB B.U.I.L.D Programme - only applicable to professional services that are R5 million and above and minimum duration of 12 months)

Preference points awarded for Specific Goals are offered to tenderers who comply with the requirements of PPPFA stipulated in clause C.3.11.1 of the Tender Data.

Tender documents will be available as from **10:00 on Thursday, 14 November 2024.**

Free download of tender documents will be available on the [www.kzntransport.gov.za](http://www.kzntransport.gov.za) and [www.etenders.gov.za](http://www.etenders.gov.za) website and must be downloaded.

A non-compulsory clarification Meeting with representatives of the Client will be held virtually via MICROSOFT TEAMS application on **Monday, 25 November 2024 starting at 10h00 (Log in time 09h00 – 10h00).**

Meeting Invite Link: <https://bit.ly/ZNB02212>

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Ms. Nonhlanhla Manukuza Telephone: 033 355 0655 E-mail: <a href="mailto:Nonhlanhla.Manukuza@Kzntransport.gov.za">Nonhlanhla.Manukuza@Kzntransport.gov.za</a>	Mr. Percival. Msani Telephone: 033 355 8600 E-mail: <a href="mailto:Percival.Msani@Kzntransport.gov.za">Percival.Msani@Kzntransport.gov.za</a>

**Deadline for the submission of all technical enquiries is the 13<sup>th</sup> January 2025 at 16h00.**

The closing time for receipt of tenders is **11:00 on Monday, 20 January 2025 @ 172 Burger Street PIETERMARITZBURG.**

Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## **CLARIFICATION MEETING VENUE PLAN**

“PLEASE NOTE THAT THERE WILL BE NO PHYSICAL CLARIFICATION MEETING. REFER TO CLAUSE C2.7 TENDER DATA AND SECTION T2.2A RETURNABLE SCHEDULES FOR DETAILS OF THE VIRTUAL MEETING. .”

## **T1.2 TENDER DATA**

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Client's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 423 in the Government Gazette No. 42622 of 08 August 2019.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

In this document the word "**Consultant**" has been replaced with "**Consulting Engineer**". The word "**Employer**" (and all its derivatives) is replaced by the word "**Client**", except where reference is being made to the term *Employers Agent* and *Employer's Agent Representative* as per the provisions of the General Conditions of Contract (GCC), 2015.

### **Tender Data Applicable to this Tender**

<b>Sub Clause</b>	<b>Data</b>
<b>C1</b>	<b>General</b>
<b>C1.1</b>	<b>Actions</b>
C.1.1.1	<p>The Client is the KwaZulu-Natal Department of Transport.</p> <p>The Client and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as setout in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.</p>
C.1.1.2	<p>The Client and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Client shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>
C.1.1.3	The Client shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract
<b>C.1.2</b>	<b>Tender Documents</b>
	<p>The tender document issued by the Client comprise of the following sections:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p>

	<p>T1.2 Tender data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable Schedules</p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Tax compliance permission declaration</p> <p>C1.3 Contract data</p> <p>C1.4 Agreement in terms of Occupational Health and Safety</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing Instruction</p> <p>C2.2 Schedule of Prices</p> <p>C2.3 Summary of Pricing Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part C4: Site Information</b></p> <p>C3 Site Information</p>
<b>C.1.3</b>	<b>Interpretation</b>
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
C.1.3.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) <b>conflict of interest</b> means any situation in which:</p> <p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;</p> <p>ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p> <p>b) <b>comparative offer</b> means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;</p> <p>c) <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or his staff or agents in the tender process;</p> <p>d) <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Client, including collusive practices intended to establish prices at artificial levels;</p>
<b>C.1.4</b>	<b>Communication and Client's Agent</b>
	<p>Each communication between the Client and a tenderer shall be to or from the Client's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Client shall not take any responsibility for non-receipt of communications from or by a tenderer.</p> <p>Name of the Client: KZN Department of Transport</p> <p>Contact person: Ms. S.L Zulu</p> <p>Telephone: (033) 355 0577</p> <p>Fax: (033) 342 3962</p> <p>E-mail: <a href="mailto:sihle.mhlongo@kzntransport.gov.za">sihle.mhlongo@kzntransport.gov.za</a></p>
<b>C.1.5</b>	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	The Client may, prior to the award of the tender, cancel a tender if

	<p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation shall be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	The Client may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
<b>C.1.6</b>	<b>Procurement Procedures</b>
C.1.6.1	<p><b>General</b></p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>
<b>C.2</b>	<b>Tenderer's Obligations</b>
<b>C.2.1</b>	<b>Eligibility</b>
C.2.1.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> <li>(a) the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Client.</li> <li>(b) The Professional Service Provider submitting the tender is under restrictions or has principals who are under restriction to participate in the Client's procurement due to corrupt or fraudulent practices;</li> <li>(c) The Tenderer does not have the legal capacity to enter into the contract;</li> <li>(d) The Professional Service Provider submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(e) The Tenderer does not comply with the legal requirements stated in the Client's procurement policy;</li> <li>(f) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>(g) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies, and contributions required in terms of legislation applicable to the work in the contract.</li> </ul> <p>In terms of the Supply Chain Management Policy Guideline, all suppliers of goods and services are required to register on the Central Suppliers Database (CSD). Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered.</p> <p>Application can be done online from the website, <a href="http://www.treasury.gov.za">http://www.treasury.gov.za</a>.</p>
C.2.1.2	Notify the Client of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Client as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Client's written approval to do so prior to the closing time for tenders.
<b>C.2.2</b>	<b>Cost of Tendering</b>
C.2.2.1	Accept that, unless otherwise stated in the tender data, the Client will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the requirements.

<b>C.2.3</b>	<p><b>Check Documents</b></p> <p>Check the tender documents on receipt for completeness and notify the Client of any discrepancy or omission.</p>
<b>C.2.4</b>	<p><b>Confidentiality and copyright of documents</b></p> <p>The information in this tender document shall be treated as confidential and all matters arising in connection with the tender. Use and copy the documents issued by the Client only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<b>C.2.5</b>	<p><b>Reference Documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<b>C.2.6</b>	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the Client may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to effect any changes to the document as contained in the Addendum.</p>
<b>C.2.7</b>	<p><b>Clarification Meeting</b></p> <p>Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.</p> <p>The arrangements for non-compulsory virtual clarification meeting is arranged as follows:</p> <p>Date: <b>Monday, 25 November 2024</b>  Log in time: <b>09H00 to 10H00</b>  Virtual Briefing Start: <b>10h00</b>  Clarification Meeting Long in Link: <a href="https://bit.ly/ZNB02212">https://bit.ly/ZNB02212</a>  Conference ID: 963 067 444#</p> <p>The onus rests with the tenderer to ensure that the representative attending the clarification meeting is appropriately qualified to understand all directives and clarifications given at that meeting.</p>
<b>C.2.8</b>	<p><b>Seek clarity</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the Client at least five working days before the closing time stated in the tender data.</p>
<b>C.2.9</b>	<p><b>Insurance</b></p> <p>The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project and shall ensure that the institution that provides the cover is fully compliant and registered with Financial Services Board (FSB). It is compulsory that the Tenderer submits proof of such insurance with this tender. Failure to submit such proof shall result in tender disqualification.</p>
<b>C.2.10</b>	<p><b>Pricing of the Tender offer</b></p> <p>All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
<b>C.2.10.1</b>	<p>Tenderers shall include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.</p>
<b>C.2.10.2</b>	<p>Show VAT payable by the Client separately as an addition to the tendered total of the prices.</p>
<b>C.2.10.3</b>	<p>Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>
<b>C.2.10.4</b>	<p>State the rates and prices in Rand</p>
<b>C.2.11</b>	<p><b>Alterations to documents</b></p>



	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Client, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p> <p>Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p><b><u>Any tender submitted using a document that has been retyped shall be considered non-responsive and rejected in terms of Clause C3.8 of the Conditions of Tender.</u></b></p>
<b>C.2.12</b>	<b>Alternative tender offers</b>
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Client.
C.2.12.3	An alternative tender offer shall only be considered if the main tender offer is the winning tender.
<b>C.2.13</b>	<b>Submitting a Tender Offer</b>
C.2.13.1	Submit one tender offer only, as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in scope of works.
C.2.13.2	Return all returnable documents with this document after completing them by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Client.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Client will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Client shall hold liable for the purpose of the tender offer.
C.2.13.5	<p>Tenders may only be submitted as a single, hand-delivered hard copy. Electronic, telephonic, or posted tender offers will not be accepted</p> <p>The Client's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender Box:</b> Outside the Foyer, KZN Department of Transport  <b>Physical Address:</b> 172 Burger Street, Pietermaritzburg  <b>Identification Details:</b> TENDER NUMBER ZNB02212/00000/00/HOD/INF/23/T</p>
C.2.13.6	A two-envelope system <u>will NOT</u> be followed.
C.2.13.8	By submitting this tender document, the tenderer accept that the Client will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
<b>C.2.14</b>	<b>Information and data to be completed in all respects</b>
	By submitting this tender document, the tenderer accepts that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Client as non-responsive.
<b>C.2.15</b>	<b>Closing Time</b>
C.2.15.1	<p>Closing time for submission of tender offers is:</p> <p><b>Closing Date: Monday, 20 January 2025</b></p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.</p>
C.2.15.2	Accept that, if the Client extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
<b>C.2.16</b>	<b>Tender Offer Validity</b>

C.2.16.1	The tender offer validity period is <b>12 weeks</b> from the closing date/ time for submission of tenders.
C.2.16.2	If requested by the Client, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
<b>C.2.17</b>	<p><b>Clarification of tender offer after opening</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the Client during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Client elect to do so.</i></p>
<b>C.2.18</b>	<b>Provide other material</b>
C.2.18.1	Provide, on request by the Client, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Client for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Client's request, the Client may regard the tender offer as non-responsive.
C.2.18.2	Dispose of samples of materials provided for evaluation by the Client, where required
<b>C.2.19</b>	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
<b>C.20</b>	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the Client's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
<b>C.2.21</b>	<p><b>Check final draft</b></p> <p>Check the final draft of the contract provided by the Client within the time available for the Client to issue the contract.</p>
<b>C.2.22</b>	<p><b>Return of other tender documents</b></p> <p>If so instructed by the Client, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.</p>
<b>C.2.23</b>	<p><b>Certificates</b></p> <p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.</p>
<b>C.3</b>	<b>The Client's undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b>
C.3.1.1	The Client may unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
<b>C.3.2</b>	<p><b>Issue Addenda</b></p> <p>The Client, If necessary, may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Client may grant such extension and, shall then notify all tenderers who drew documents.</p>
<b>C.3.3</b>	<p><b>Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<b>C.3.4</b>	<b>Opening of tender submissions</b>

C.3.4.1	<p>The time and location for opening of the tender offers are:</p> <p>Time: <b>11h00</b></p> <p>Date: <b>Monday, 20 January 2025</b></p> <p>Location / Venue: Acquisition Section, 'B' Block Boardroom, 172 Burger Street, Pietermaritzburg</p>
C.3.5	<p><b>Two-envelope system</b></p> <p>A two-envelope system will NOT be followed.</p>
C.3.6	<p><b>Non-disclosure</b></p> <p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p><b>Test for responsiveness</b></p>
C.3.8.1	<p>Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>
C.3.8.2	<p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Client's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Client's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C3.9	<p><b>Arithmetical errors, omissions and discrepancies</b></p>
C.3.9.1	<p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
C.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>
C.3.9.3	<p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p>
C.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal</li> </ul>

	<p>point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
<b>C.3.10</b>	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
<b>C.3.11</b>	<p><b>Evaluation of tender offers</b></p>
C.3.11.1	<p>There are 3 Stages of the evaluation of tender offers. These will be based on 1) administrative compliance, 2) functionality and 3) price and preference in accordance with the Preferential Procurement Regulations, 2022 and KwaZulu-Natal Department of Transport (KZNDOT) Interim Preferential Procurement Policy – January 2023, as amended.</p> <p><b>The evaluation of the proposals submitted will take place as follows:</b></p> <ul style="list-style-type: none"> <li>a) Only Tenders correctly submitted into the tender box before the closing time and date will be considered. No late submissions will be considered under any circumstances.</li> <li>b) Documents submitted will be checked for minimum compliance in terms of the correct completion, submission and signing of relevant forms. Failure to correctly complete, sign and submit all the relevant forms will render the proposal invalid.</li> <li>c) Proposals will be checked for compliance with minimum specifications. Failure to comply with minimum specifications will render the proposal invalid.</li> <li>d) Only proposals that have fully complied with the above conditions and are responsive will be evaluated for functionality with those achieving <b>50</b> percent being further evaluated for Price followed by Preference Points using the 90/10 evaluation system.</li> <li>e) Functionality points will be calculated at the average of the sum of the scores of each panel member for each component of the Functionality Assessment.</li> <li>f) Proposals scoring less than the minimum stipulated functionality points will be rejected.</li> <li>g) Preference points will only be awarded strictly in terms of the requirements of the PPPFA Regulations, 2022. and KwaZulu-Natal Department of Transport (KZNDOT) Interim Preferential Procurement Policy – January 2023, as amended.</li> <li>h) Price points will be calculated for evaluation purposes.</li> <li>i) Proposals may be passed over for reasons deemed justifiable by the Bid Committees, in line with the requirements of the Tender Document, relevant policies, guidelines and regulations.</li> </ul>
C.3.11.2	<p>The evaluation of tender offers will be based on administrative compliance, functionality, price and preference in accordance with the Preferential Procurement Regulations, 2022 and KwaZulu-Natal Department of Transport (KZNDOT) Interim Preferential Procurement Policy – January 2023, as amended and the CIDB Inform Practice Note #5, Version 3 - September 2020.</p> <p>KZNDOT may perform a risk analysis on the preferred tenderer as per the provisions of Section 3.6 of the CIDB Inform Practice Note #5.</p> <p><b>1. Administrative compliance</b></p>



Check and verify compliance with the submission and completion of compulsory bid documents viz Parts T1 and completion of all returnable schedules as contained in Part T2. Failure to comply with the Administrative Compliance requirements will render the bid invalid.

## 2. Functionality

A tenderer who meets the administrative compliance will be further evaluated on the functionality.

The scope of work for this contract is classified in the following table.

<b>Please mark appropriate:</b>	<b>YES / NO</b>
<b>Simple/straightforward/routine work</b> - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.	<b>NO</b>
<b>Complex work</b> - characterised by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(if this evaluation criteria is selected please include functionality)</i>	<b>YES</b>
<b>Specialist work</b> - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact. <i>(if this evaluation criteria is selected please include functionality)</i>	<b>YES</b>

The functionality criteria is as follows: -

- Company Experience on Road Upgrade Projects..... 15 Points
- Key Personnel..... 20 Points
- Quality Assurance..... 5 Points
- Total..... 40 Points**

## FUNCTIONALITY EVALUATION TABLE

<b>Functionality</b>	<b>Scoring</b>	<b>Score</b>
<b>Company Experience on Upgrade</b> <i>The evaluation will consider the nature of the reference projects, scope of services provided, and Client references.</i> <b>NOTES:</b> <ul style="list-style-type: none"> <li>Reference letters to be provided with contact details of references. Only letters from the Client will be considered.</li> <li>Reference Letters of projects completed which are older than 15 years will not be accepted.</li> </ul>	Points for number of Upgrade projects successfully completed by the bidding entity. 5 and above = 15 3-4 = 12 1-2 = 6 0 or No submission = disqualification  <b>A Maximum of 15 Points will be Awarded as per the above.</b>	<b>15</b>

	<p><b>Key Personnel</b></p> <p><i>Applicable resources</i></p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>Detailed CV's with qualifications, professional registration and experience per personnel to be attached to Section H.</li> <li>Proof of employment in the form of either payslip or appointment letter or employment contract to be attached.</li> <li>Only one Personnel can be assigned to each key Personnel. No duplication of Personnel is permitted. In cases where duplication is identified, points shall be allocated to the first applicable resource where the duplicated personnel meets all the minimum criteria.</li> <li><b>NB: The Employers Agent Representative shall be required to be allocated full time on this project during implementation and may not be assigned to any other project during the entire duration of the construction works. This is inline with Level 3: Full-time Construction Monitoring as per the ECSA Guideline Professional Fees, 2021.</b></li> </ul>	<p><b>Employers Agent</b></p> <p>Must be registered with ECSA as a Pr Eng or Pr Tech Eng and have a minimum of 6 years' experience in design and construction of Road Upgrade post qualification.</p> <p>Points for years of experience in design and construction of Road Upgrade– calculated post qualification.</p> <p>11 years and above = 10 9 – 10 years = 6 6 – 8 years = 4 0 - 5 years = 0</p> <p><b>A Maximum of 5 Points will be Awarded as per the above.</b></p>	<b>10</b>
		<p><b>Lead Design Engineer</b></p> <p>Must be register with ECSA as a Pr Eng or Pr Tech Eng and have a minimum of 6 years' experience in Road Upgrade post qualification.</p> <p>Points for years of experience in Road Upgrade – calculated post qualification</p> <p>10 years and above = 5 8 – 9 years = 3 6 – 7 years = 2 0 - 5 years = 0</p> <p><b>A Maximum of 5 Points will be Awarded as per the above.</b></p>	<b>5</b>
		<p><b>Employers Agent's Representative</b></p> <p>Must be register with ECSA as a Pr Eng or Pr Tech Eng with a minimum of 6 years' experience in Road Upgrade post qualification.</p> <p>Points for years of experience in Road Upgrade – calculated post qualification.</p> <p>10 years and above = 5 8 – 9 years = 3 6 – 7 years = 2 0 - 5 years = 0</p> <p><b>A Maximum of 5 Points will be Awarded as per the above.</b></p>	<b>5</b>



	<div><div>Quality Assurance System Type</div><div>NOTES:</div><div>Proof of certification to be provided</div></div>	<div><div>Certification</div><div>ISO/SANS Certification = 5</div><div>Registered for Certification = 3</div><div>In house Quality Assurance system = 2</div><div>No Quality Assurance system = 0</div><div>A Maximum of 5 Points will be Awarded as per the above.</div></div>	5
	Total		40

**NB: Only bidders who achieve a minimum of 50 percent (%) for the Functionality evaluation will be evaluated for Price and Preference Points.**

### **3. Price and Preference**

Tenders will be evaluated on price and preference in accordance with the Preferential Procurement Regulations, 2022 and KZN DOT Interim Preferential Procurement Policy, 2023.

Specific goals points must be claimed using Returnable Schedule D - SDB 6.1 in accordance with the tenderer's Company and Intellectual Property Commission (CIPC) company registration documents, Central Supplier Database report, B-BBEE status level of contributor or Sworn affidavit as per construction sector code. The Acceptable Proof for the Allocation of Specific Goals Points, as detailed in Section Q - Acceptable Proof & Right to Award, must be attached to Returnable Schedule D - SBD6.1

The points scored for a Tenderer in respect of Price will be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.

<b>C.3.13</b>	<b>Acceptance of tender offer</b>  Accept the tender offer; if in the opinion of the Client, it does not present any risk and only if the tenderer: <ul style="list-style-type: none"> <li><b>a)</b> is not under restrictions, or has principals who are under restrictions, preventing participating in the Client's procurement;</li> <li><b>b)</b> can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</li> <li><b>c)</b> has the legal capacity to enter into the contract;</li> <li><b>d)</b> is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.</li> <li><b>e)</b> complies with the legal requirements, as stated</li> </ul>
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	<p>i. <b>Tender Defaulters Register</b> - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>ii. <b>Abuse of the SCM System</b> - the Tenderer has <u>not</u> abused the Client's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.</p> <p>iii. <b>Declaration</b> - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</p> <p>iv. <b>Fraud and Corruption</b> - the Client is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> <li>• having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</li> <li>• having acted in a fraudulent or corrupt manner in obtaining this Contract;</li> <li>• having approached an officer or employee of the Client or the Client's Representative with the object of influencing the award of a Contract in the Tenderer's favour;</li> <li>• having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;</li> <li>• having disclosed to any other person, firm or company other than the Client, the exact or approximate amount of his proposed Tender.</li> </ul> <p>f) is able, in the opinion of the Client, to perform the contract free of conflicts of interest; and</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>The Client may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
<b>C.3.14</b>	<b>Prepare contract documents</b>
C.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the Client as part of the tender documents to take account of:</p> <p>a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the Client and the successful tenderer.</p>
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
<b>C.3.17</b>	<b>Provide copies of the contracts</b>
	<p>The number of paper copies of signed contract to be provided by the Client is <b>one (1)</b> after completing and signing of the form of offer and acceptance. The successful Service Provider shall be required to sign a Service Level Agreement with the Head of Department.</p>



## **T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:

- (a) Returnable Schedules in T2.2.
- (b) C1.1 Form of Offer and Acceptance, A. Offer, on page C1.
- (c) C1.3 Contract Data, on page C6 – C9
- (d) C2.2 Pricing Data in Schedule of Prices.

NOTE: The Tenderer is required to complete each schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Client will lead to rejection on the grounds that the tender is non-responsive.

**T2.2 RETURNABLE SCHEDULES**

PART	DESCRIPTION	PAGE NO.	TENDER TO TICK TO CONFIRM
SECTION A	NON-COMPULSORY VIRTUAL BRIEFING SESSION	T19	
SECTION B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T20	
SECTION C	COMPULSORY ENTERPRISE QUESTIONNAIRE	T21	
SECTION D	STANDARD BIDDING DOCUMENTS	T23	
	SBD 1: INVITATION TO BID	T23	
	SBD 4: BIDDER'S DISCLOSURE	T26	
	SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	T29	
	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	T32	
SECTION E	B-BBEE VERIFICATION CERTIFICATE	T38	
SECTION F	CERTIFICATE OF AUTHORITY FOR SIGNATORY	T42	
SECTION G	EXPERIENCE IN ROAD UPGRADES PROJECTS	T44	
SECTION H	KEY PERSONNEL AND CURRICULUM VITAE	T46	
SECTION I	PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE	T49	
SECTION J	PROPOSED SUBCONSULTANTS/ SUBCONSULTING	T50	
SECTION K	VALID LETTER OF GOOD STANDING IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (COID)	T52	
SECTION L	REFERENCE LETTERS AND/OR COMPLETION CERTIFICATES	T53	
SECTION M	DEVIATIONS AND QUALIFICATIONS	T54	
SECTION N	SCHEDULE OF ALTERNATIVE TENDERS	T55	
SECTION O	TECHNICAL PROPOSAL	T56	
SECTION P	NOTICES TO TENDERERS REGARDING THE COMPLETION OF FORMS	T59	
SECTION Q	ACCEPTABLE PROOF & RIGHT TO AWARD	T60	

NOTE: The Tenderer is required to complete each schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Client will lead to rejection on the grounds that the tender is non-responsive.

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## **A. NON-COMPLUSORY VIRTUAL BRIEFING SESSION**

Institution involved: **KwaZulu-Natal Department of Transport**

BID No.: **ZNB02212/00000/00/HOD/INF/23/T**

Service: **THE UPGRADE OF MAIN ROAD 75 (P75/2 FROM KM 5.00 TO KM 20.437 AND P75/3 FROM KM 0.00 TO KM 5.43) IN UGU DISTRICT MUNICIPALITY UNDER DURBAN REGION**

\*\*\*\*\*

**The non-compulsory virtual briefing session with the representatives of the Client will be held as per the instructions below:**

The briefing session will be held virtually via the MICROSOFT TEAMS application.

It is the responsibility of the bidder to ensure that they have network connectivity and power to log into the meeting on time and check developments on the Department's website [www.kzntransport.gov.za](http://www.kzntransport.gov.za) i.e. Addendums etc.

**Date: Monday, 25 November 2024**

**Briefing time: 10H00 (Log in time: 09H00 to 10H00)**

**meeting log in link: <https://bit.ly/ZNB02212>**

### **Procedure for accessing meeting:**

- Click on link or copy and paste onto internet browser (Preferably Google Chrome or internet explorer)
- Enter your name and company details
- Enter meeting

## B. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the Client or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. ***(Addenda can only be issued following approval from the Client. The Client's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE	TITLE OR DETAILS

Signed		Date	
Name		Position	
Bidder's Signature			

**Failure to complete, sign and date this form or failure to acknowledge receipt and effect changes of each Addendum issued shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8. of the Conditions of Tender.**

### C. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Client to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Enterprise name</b>			

**Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8. of the Conditions of Tender.**

**D. STANDARD BIDDING DOCUMENTS**

**SECTION A**

**SBD1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF TRANSPORT</b>				
<b>BID NUMBER:</b>	ZNB02212/00000/00/HOD/INF/23/T	<b>CLOSING DATE:</b> 20 January 2025	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	THE UPGRADE OF MAIN ROAD 75 (P75/2 FROM KM 5.00 TO KM 20.437 AND P75/3 FROM KM 0.00 TO KM 5.43)			
<b>TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
Main Entrance Foyer		<b>Monday to Friday: 08:00 until 16:00</b>		
172 Burger Street		Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the enquiries.		
Pietermaritzburg				
3201				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Londiwe Zuma	CONTACT PERSON	Percival Msani	
TELEPHONE NUMBER	033 355 0475	TELEPHONE NUMBER	033 355 8600	
FACSIMILE NUMBER	033 342 6595	FACSIMILE NUMBER	033 342 6595	
E-MAIL ADDRESS	<a href="mailto:Londiwe.Zuma@Kzntransport.gov.za">Londiwe.Zuma@Kzntransport.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Percival.Msani@Kzntransport.gov.za">Percival.Msani@Kzntransport.gov.za</a>	
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EME &amp; QSE) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.</p> <p>1.5. USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALLED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.</p> <p>1.6. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.</p> <p>1.7. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
<p><b>3. COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE TENDER DOCUMENT</b></p> <p>3.1 SCM APPENDIX 1 INVITATION TO TENDER (SBD1 PART A)</p> <p>3.2 SCM APPENDIX 2 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)</p> <p>3.3 SCM APPENDIX 3 – OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE</p> <p>3.4 SBD 4 - DECLARATION OF INTEREST FORM</p> <p>3.5 SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022;</p>

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

## **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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<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.


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

2.2.1 If so, furnish particulars:

.....  
.....

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

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

---

<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.

- 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.

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 and any non-disclosure on this Declaration will invalidate your tender/bid***

This document must be signed and submitted together with your bid.

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

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

### **1 PILLARS OF THE PROGRAMME**

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

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

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

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

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

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

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number ..... Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

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

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

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

- 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:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

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### 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:

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>1. A Tenderer which is at least 51% owned by</b>	<b>Max points = 6 points</b>	
a) Black people	3 point	
b) Black people who are youth	1 point	
c) Black people who are women	1 point	
d) Black people with disabilities	1 point	
<b>2. Promotion of Tenderers located in a Specific Area</b>	<b>Max points = 4 points</b>	
The promotion of enterprises located in a specific province (KwaZulu Natal)	1 points	

The promotion of enterprises located in a specific District municipality (Location where the Project is located)	1 points	
The promotion of enterprises located in a specific local municipality (Location where the Project is located)	1 points	
The promotion of South African owned enterprises.	1 points	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ 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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number</b>			
<b>Enterprise Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Business:</b>	<b>BEP</b> (Built Environment Professional)	Contractor	Supplier

<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> <li>I. before 27 April 1994; or</li> <li>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>

### Construction Sector Affidavit

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_/\_\_\_\_/\_\_\_\_\_, (dd/mm/yyyy) the annual Total Revenue was R3,000,000.00 (3 Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

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

<b>Stamp</b>

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

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

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

**FAILURE TO FULLY COMPLETE DATE AND SIGN THIS FORM WILL RESULTS TO NON-AWARD OF POINTS**



## **E. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

Notes to tenderer:

1. The tenderer shall submit proof of B-BBEE Status Level of Contributor by submitting a copy of a valid B-BBEE Verification Certificate issued in accordance with the Amended Construction Sector Code published in Notice 931 of 2017 of Government Gazette No. 41287 of 1 December 2017.
2. The certificate shall:
  - (ii) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
  - (iii) in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of R3 million and less, be in the form of a sworn affidavit, in respect of their ownership and annual turnover, for the year ending not earlier than 12 (twelve) months prior to the tender closing date; and
  - (iv) have a date of issue not earlier than 12 (twelve) months prior to the tender closing date.
3. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate. In addition, the consolidated B-BBEE Status Level Verification Certificate for unincorporated joint ventures shall only be applicable to this project (Tender No. to be indicated on the certificate).
4. An enterprise will qualify as an Exempted Micro Enterprise (EME) if it has a total annual revenue of R3 million or less, and is deemed to have the following B-BBEE Status in accordance with their black ownership levels:
  - (i) if less than 30% Black Owned then **“Level Five Contributor”**;
  - (ii) if at least 30% Black Owned but less than 51% Black Owned then **“Level Four Contributor”**;
  - (iii) if at least 51% Black Owned but less than 100% Black Owned, then **“Level Two Contributor”**; and
  - (iv) if 100% Black Owned then **“Level One Contributor”**.
5. Tenderers are advised that any misrepresentation in the affidavits is a criminal offence.

## F. CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

### Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:	'Resolution of the Members'
Close Corporation:	'Resolution of the Members'
Company:	'Resolution of the Board' signed by the chairperson
Joint Venture / Consortium:	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

**MEMBERS RESOLUTION**

**CONTRACT NO. ZNB02212/00000/00/HOD/INF/23/T** .....

.....

.....

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name: \_\_\_\_\_ Registration Number: \_\_\_\_\_

**DIRECTORS OF THE COMPANY etc RESOLVED that**

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

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

Signature of members:

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

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

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

## G. EXPERIENCE IN ROAD UPGRADE PROJECTS

The following is a statement of work recently successfully executed by myself / ourselves:

[illegible]

---


***Attach additional pages if more space is required***

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

## H. KEY PERSONNEL AND CURRICULUM VITAE

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of Road Upgrade Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

Only one Personnel can be assigned to each key Personnel. No duplication of Personnel is permitted. In cases where duplication is identified, points shall be allocated to the first applicable resource where the duplicated personnel meets all the minimum criteria.

**NB: The Employers Agent Representative shall be required to be allocated full time on this project during implementation and may not be assigned to any other project during the entire duration of the construction works. This is in line with Level 3: Full-time Construction Monitoring as per the ECSA Guideline Professional Fees, 2021.**

Designation on this contract	Name of Person	Academic Qualification	Professional Registration and Registration Number	Years of Experience post qualification
Employers Agent				
Lead Design Engineer				
Employers Agent's Representative				

***Attach additional pages if more space is required.***

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

**Failure to list the names, designations, relevant qualification certificates and attach CV's of the key personnel will result in tender being evaluated as non-responsive. Refer to Section O. TECHNICAL PROPOSAL for further details on the format of the CV.**

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**CURRICULUM VITAE OF KEY PERSONNEL**

*Refer to H*

*Curriculum Vitae of key management personnel to be attached to this page.*

---

**I. PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE**

Proof of Professional Indemnity and Public Liability Insurance to be attached to this page

***Failure to submit such proof shall result in tender disqualification as per the provisions of Clause C2.9***

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*



## J. PROPOSED SUBCONSULTANTS/ SUBCONSULTING

I/We hereby notify you that it is my/our intention to employ the following subconsultants for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subconsultants in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of any or all of the listed subconsultants. Should any or all of the subconsultants not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subconsultant not listed below being approved by the Client.

NAME OF SUBCONSULTANT	CSD NUMBER	DESIGNATED GROUP AND OWNERSHIP %	B-BBEE LEVEL	NATURE OF WORK	PERCENTAGE TO BE SUBCONSULTED

*Attach additional pages if more space is required.*

---

NB: The subconsultants listed above will not contribute to the achievements of the objectives specified in Section C3.3 Part F of this tender document.

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

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**K. VALID LETTER OF GOOD STANDING IN TERMS OF THE COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (COID)**

Letter of good standing with the compensation fund or with a licensed compensation insurer to be attached to this page.

***Failure to submit such proof shall result in tender disqualification as per the provisions of  
Clauses C3.13***

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

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**L. REFERENCE LETTERS AND/OR COMPLETION CERTIFICATES**

Reference Letters and/or completion certificates which bare the full description of the scope of works as well as the name, signature and contact details of the Client of each project being referenced are to be attached to this page.

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer*

## M. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Bill of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

**Please note:** The extent of deviations from the tender documents issued by the Client prior to the tender closing date is limited to those permissible in terms of the Conditions of Tender. Please also refer to Returnable Schedule N.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

**Attach additional pages if more space is required**

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

## **N. SCHEDULE OF ALTERNATIVE TENDERS**

**The attention of tenderers is specifically drawn to clause C.2.12 Alternative tender offers of Annex C Standard Conditions of Tender and to clause C.2.12 of section T1.2 TENDER DATA in this project document.**

**An alternative tender offer or design shall be considered only if the main tender offer has also been submitted in accordance with the requirements of clauses C.2.12.1 and C.2.12.2 of Annex C and such main tender offer is the winning tender as stated in clause C.2.12.3 of Annex C.**

The requirements for alternative offers are as described in **clause A2.1.4.2 'ALTERNATIVE DESIGNS' of the 'COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition)'**.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Client to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

<b>SECTION</b>	<b>PAGE</b>	<b>ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER</b>

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

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## **O. TECHNICAL PROPOSAL**

The tenderer is required to submit a technical proposal which covers the following criteria.

### **O1. Experience of key personnel**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Employers Agent, Lead Design Civil Engineer/specialists, Employers Agent's Representative and Project Lead should be attached to Schedule H:

Each CV should be structured under the following headings:

- 1 Personal particulars
    - name
    - date and place of birth
    - place (s) of tertiary education and dates associated therewith
    - professional awards
  - 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations with registration numbers)
  - 3 Skills
  - 4 Name of current Employer and position in enterprise
  - 5 Overview of post graduate / diploma experience (year, organization and position)
  - 6 Outline of recent assignments / experience that has a bearing on the scope of work
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**O2. Company Experience on Road Upgrade Projects**

List number of completed Upgrade projects

The evaluation will consider the nature of the reference projects, scope of services provided, and Client completion certificate.

Reference letters from Clients/ Completion Certificates not older than 15 years per project to be provided with contact details of references under Section L.



**O3. Quality Assurance System Type**

The tenderer is to provide full details of the Quality Assurance System Type currently enforced by the company. Proof of certification where applicable is required to be attached to this Schedule.

The evaluation will consider the nature of the type of Quality Assurance System type.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: \_\_\_\_\_

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

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

Position: \_\_\_\_\_

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## **P. NOTICES TO TENDERERS REGARDING THE COMPLETION OF FORMS**

PLEASE NOTE THAT THIS TENDER 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 tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
3. The tenderer is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Tender submitted must be complete in all respects.
5. Tender 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 tender documents.
6. Each tender shall be addressed in accordance with the directives in the tender documents and shall be lodged in a separate sealed envelope, with the name and address of the tenderer, the tender number and closing date indicated on the envelope. The envelope shall not contain documents relating to any tender other than that shown on the envelope. If this provision is not complied with, such tender may be rejected as being invalid.
7. All tenders received in sealed envelopes with the relevant tender numbers on the envelopes are kept unopened in safe custody until the closing time of the tender. Where, however, a tender is received open, it shall be sealed. If it is received without a tender number on the envelope, it shall be opened, the tender number ascertained, the envelope sealed, and the tender number written on the envelope.
8. A specific box is provided for the receipt of tenders, and no tender found in any other box or elsewhere after the closing date and time of tender will be considered.
9. No tender sent through the post will be considered if it is received after the closing date and time stipulated in the tender documentation, and proof of posting will not be accepted as proof of delivery.
10. No tender submitted by telefax, telegraphic or other electronic means will be considered.
11. Tender documents must not be included in packages containing samples. Such tenders may be rejected as being invalid.
12. Any alteration made by the tenderer must be initialled. If not initialled the tenderer may be disqualified.
13. Use of correcting fluid is prohibited
14. Tenders documents will be opened in public as soon as practicable after the closing time of tender.
15. Where practical, prices are made public at the time of opening tender documents.

## Q. ACCEPTABLE PROOF & RIGHT TO AWARD

### a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	<u>Acceptable Proof for Allocation of Points</u>
<b>1. A Tenderer which is at least 51% owned by</b> a) black people b) black people who are youth c) black people who are women d) black people with disabilities	CIPC company registration documents and CSD report and BBB-EE Certificate or Sworn affidavit
<b>2. Promotion of Tenderers located in a Specific Area</b> The promotion of enterprises located in a specific province KwaZulu Natal The promotion of enterprises located in a specific District municipality (Location where the Project is located) The promotion of enterprises located in a specific local municipality (Location where the Project is located) The promotion of South African owned enterprises.	CIPC company registration documents and Municipal Bill or Lease Agreement or Permission to Occupy Land

### b) Rights to Award

- KwaZulu-Natal Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bid In Whole or In Part.***
- Not to make any award in this bid or accept any tender submitted,
- Request further technical information from any tenderer after the closing date,
- Verify information and documentation of the tenderer(s),
- Not to accept any of the tender proposals submitted,
- To withdraw or amend any of the tender conditions by notice in writing to all tenderer 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.

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**c) Price Negotiation at quotation stage.**

KwaZulu-Natal Department of Transport reserves the right to negotiate with the shortlisted tenderer prior and/or post award.

The terms and conditions for negotiations will be communicated to the shortlisted tenderers 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 tender and projects will be implementable.

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