

REQUEST FOR BID

ISSUED BY:



KWAZULU-NATAL PROVINCE
TRANSPORT
REPUBLIC OF SOUTH AFRICA

POSTAL ADDRESS: PRIVATE BAG X9043
PIETERMARITZBURG
3200

PHYSICAL ADDRESS: INKOSI MHLABUNZIMA MAPHUMULO HOUSE
172 BURGER STREET
PIETERMARITZBURG
3200

TELEPHONE NO.: 083 636 1119

BID NUMBER: ZNB02576/00000/00/HOD/GEN/24/T

BID DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY
FOR THE UMKHANYAKUDE DRY PORT (GOLELA) AND NEW GREENFIELD OF
MAKHATHINI FLATS (24 MONTHS)

CLOSING DATE: 23 APRIL 2025

DIRECTORATE: FREIGHT DIRECTORATE

SUBMITTED BY:

| | |
|--------------------------------------|--|
| COMPANY NAME: | |
| CENTRAL SUPPLIER DATABASE NUMBER: | |

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SECTION A: SBD1 - INVITATION TO BID

Invitation to Tender – **Bid No.: ZNB02576/00000/00/HOD/GEN/24/T**

The Appointment of a Service Provider to Conduct a Feasibility Study for the Dry Port (Golela) and New Greenfield of Makhathini Flats

Tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website at no charge and must be downloaded. A compulsory briefing session will be held by the department with interested bidders. Details of the briefing session are below:

Date: 28 March 2025

Time: 10h00

Venue: Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, McDonald Theatre

Any SCM related enquiries may be directed to:

Name: Nonhlanhla Manukuza

Tele: 033-355 8893

Email: nonhlanhla.manukuza@kzntransport.gov.za

Any technical related enquiries may be directed to:

Name: Sipho Mncube

Tele: 083 636 1119

Email: sipho.mncube@kzntransport.gov.za

Closing of bids:

Date: 23 April 2025

Time: 11h00

NB: Bids sent via telegraphic, telephonic, telefax and late bids will not be accepted. Bids must be deposited in the bid box located at the address specified below:

KwaZulu-Natal Department of Transport

Inkosi Mhlabunzima Maphumulo House

172 Burger Street

Pietermaritzburg

3200

The department has introduced an automated process where bids are submitted in both hard copy and electronic. The electronic submission is limited to Tender Section, Form of Offer and Supporting Documents. Electronic copy must be emailed to: bidsgen@kzntransport.gov.za

Part A: Invitation to Bid (Returnable Form)**Bidders to Complete & Return (Failure to do so will invalidate your bid):**

| | | | | | |
|---|--|---------------|---|----------------------------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | ZNB02576/0000/00/HOD/GEN/24T | CLOSING DATE: | 23 April 2025 | CLOSING TIME: | 11h00 |
| DESCRIPTION | THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY FOR THE UMKHANYAKUDE DRY PORT (GOLELA) AND NEW GREENFIELD OF MAKHATHINI FLATS | | | | |
| The Main Entrance- Foyer | | | | | |
| Department of Transport | | | | | |
| 172 Burger Street | | | | | |
| Pietermaritzburg | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Nonhlanhla Manukuza | | CONTACT PERSON | Sipho Mncube | |
| TELEPHONE NUMBER | 033-355 8893 | | TELEPHONE NUMBER | 083 636 1119 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Nonhlanhla.manukuza@kzntransport.gov.za | | E-MAIL ADDRESS | Sipho.mncube@kzntransport.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CSD No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

Part B: Terms & Conditions of Bidding (Returnable Form)

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

Please note that this bid is subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, Department of Transport's SCM Policy.

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 bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be completed in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax and telegraphic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidders must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN

BID NO: ZNB02576/00000/00/HOD/GEN/24/T – THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY FOR THE UMKHANYAKUDE DRY PORT (GOLELA) AND NEW GREENFIELD OF MAKHATHINI FLATS

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

| | | | | | |
|-----------------------------|-------------------|-----------------------------|---------------------|---------------------|---------------------------------------|
| (I) CLOSE CORPORATION | (II) COMPANIES | (III) SOLE PROPRIETOR | (IV) PARTNERSHIP | (V) CO-OPERATIVE | (VI) JOINT VENTURE / CONSORTIUM |
| | | | | | Incorporated |
| | | | | | Unincorporated |

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....
hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

(if the space provided is not enough, please list all the directors in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request the updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. If the supplier is not registered at the closing time of bid, the supplier will be disqualified at the bid evaluation process.

SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

This is to certify that, I (name of bidder/'s authorized representative).....
who represents (state name of bidder)
with CSD Registration Number (bidder CSD registration number)

am aware of the contents if the central supplier database with respect to the bidder's details and registration information,
and that the said information is correct and up to date as of the date if of submission of this bid,

and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding
process, and/or cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION G: SBD3.1 - PRICING SCHEDULE (FIRM PRICES)**(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

| | |
|------------------------|---|
| Name of Bidder: | Bid Number: ZNB02576/00000/00/HOD/GEN/24/T |
| Closing Date: | Closing Time: 11h00 |

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

| Item No. | Description/Details | Unit Price | Total/Unit |
|--|---|-------------------|-------------------|
| 1. | Phase 1 | | |
| | Inception Reports | | |
| | Situational Analysis | | |
| | Mapping Scope | | |
| 2. | Phase 2 | | |
| | Layout and Designs | | |
| | Cost Benefit Analysis | | |
| | SWOT Analysis | | |
| 3. | Phase 3 | | |
| | Stakeholder Engagement | | |
| | Identification of Medium and Long-Term Stages | | |
| | Identification of Risk and Mitigation | | |
| 4. | Phase 4 | | |
| | Analysis of Legal Requirement | | |
| | Analysis of Technological Choice | | |
| | Analysis of Ownership Structure | | |
| 5. | Phase 5 | | |
| | presentation of Findings | | |
| | Implementation Plan | | |
| | Close Out Report | | |
| Kindly refer to detailed specification on page 45 to 53 | | | |
| | | | |
| Sub-Total | | | |
| VAT @ 15% | | | |
| Grand Total (Bid Price in RSA Rand with all Applicable Taxes Incl.)** | | | |

| Item No. | Description/Details | Unit Price | Total/Unit |
|---|---------------------|------------|------------|
| Please insert amount in Words: | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| Where the Rand Amount and Words DO NOT Agree, the offer will be considered NON-RESPONSIVE | | | |

Required by: KwaZulu-Natal Department of Transport

At: 172 Burger Street
Inkosi Mhlabunzima Maphumulo House
Pietermaritzburg
3201

Brand & Model:

Country of Origin:

Does the offer comply with the specification(s)? *Yes/No

If not to specification, indicate deviation(s):

Period Required for Delivery:

Is the delivery period firm or not firm : *Firm/not firm

Delivery Basis:

Declaration:

I (full name) _____, in my capacity as _____,
the duly authorized representative of _____ (business name)
hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all
conditions/clauses contained in the said documents.

Signature of Bidder or Authorized Representative
(Print Name)

Date: ____/____/____

Note:

*Delete if not applicable

** “all applicable taxes” includes value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding bidding procedures may be directed to the following people:

Any SCM related enquiries may be directed to:

Name: Nonhlanhla Manukuza
Tele: 033-355 8893
Email: nonhlanhla.manukuza@kzntransport.gov.za

Any technical related enquiries may be directed to:

Name: Sipho Mncube
Tele: 083 636 1119
Email: Sipho.mncube@kzntransport.gov.za

SECTION H: SBD4 - 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 interest¹ in the enterprise, employed by the state? Please Tick:

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

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

| Full Name | Identity Number | Name of State Institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- 2.3. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? Please Tick:

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

- 2.4. If so, furnish particulars:

¹ 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.

.....
.....

2.5. 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? Please Tick:

| | |
|-----|----|
| YES | NO |
| | |

2.6. 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 consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation

² 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.

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 the 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

SECTION I: SBD6.1 - 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:

- a) the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- b) 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 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|--------|
| Price | 80 |
| Specific Goals | 20 |
| Total points for Price and Specific Goals | 100 |

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 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 (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|
| The promotion of KZN located enterprises | 20 | |

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.

WITNESSES

1.

2.

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

DATE:

ADDRESS

SECTION J: SBD7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;

Declaration of interest;

Declaration of bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|-----------|-------|
| WITNESSES | |
| 1 | |
| 2 | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

| |
|--|
| |
|--|

| |
|-------------|
| WITNESSES |
| 1 |
| 2 |
| DATE: |

SECTION K: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.

- 1.24. **“Services”** means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of Contract Documents and Information; Inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance Security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - ii) a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, Tests and Analyses

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

9. Packing

- 1.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit,

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

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

10. Delivery and Documents

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

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 11.2. Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R10 million.

12. Transportation

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

13. Incidental Services

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

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

14. Spare Parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's Performance

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

- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for Default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- a) the name and address of the supplier and / or person restricted by the purchaser;
- b) the date of commencement of the restriction
- c) the period of restriction; and
- d) the reasons for the restriction.

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will

be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and Countervailing Duties and Rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for Insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

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

SECTION L: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. INTRODUCTION

The department invites suitably qualified and experienced service providers to submit proposals to conduct feasibility study into the establishment of the logistics hub in uMkhanyakude district as prescribed and in compliance with Section M- Terms of Reference/Specification. The proposal should demonstrate an in-depth understanding of the scope of work and objectives of the project. The proposal should be accompanied by proof of experience in the field, the copies of qualifications of the professional team and their respective curriculum vitae. The proposal and the attachment are necessary during the evaluation exercise.

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

2. Contract Period

- 1.1. Successful bidders will be appointed for a period of two 2 years
- 1.2. The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

3. PRICING, INVOICING AND PAYMENTS

- 3.1 Price offers should be inclusive of all costs and the VAT.
- 3.2 Bidder should note that price offered is fixed for the period of the contract.
- 3.3 All invoices submitted shall be accompanied by approved reports. The department shall not pay for the incorrect invoices or in cases where there are no department approved reports.
- 3.4 Payments will be done according to the payment schedule as reflected in paragraph 3.5 below.
- 3.5 The following price schedule which must be completed shall also be the payment schedule as articulated in paragraph 6 of section M, the total price should be transferred to section F: SBD 3.1.

| Deliverables | Percentage of payment | Price (should be transferred to section F: SBD 3.1) |
|---------------------|------------------------------|--|
| Phase 1 | 10% | |
| Phase 2 | 20% | |
| Phase 3 | 30% | |
| Phase 4 | 10% | |
| Phase 5 | 30% | |
| Total | 100% | |
| VAT | 15% | |
| Grand Total | | |

4. Evaluation Criteria

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

Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents (Sections A to L). Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

The following documentation must be submitted:

| No. | Criteria | | Yes | No | Remarks |
|-----|------------------|---|-----|----|---------|
| 1 | Section A | Invitation to Bid | | | |
| 2 | Part A | Invitation to Bid | | | |
| 3 | Part B | Terms and Conditions for bidding | | | |
| 4 | Section B | Special instructions regarding completion of bid | | | |
| 5 | Section C | Authority to sign | | | |
| 6 | Section D | Registration on central suppliers' database | | | |
| 7 | Section E | Declaration that Information on Central Suppliers Database is correct and up to date. | | | |
| 8 | Section F | Official Briefing Session Form | | | |
| 9 | Section G | Pricing Schedule (SBD 3) | | | |
| 10 | Section H | Declaration of interest (SBD4) | | | |
| 11 | Section I | Preference points Claim Form (SBD6.1) | | | |
| 12 | Section J | Contract Form (SBD7) | | | |
| 13 | Section K | Conditions of contract | | | |
| 14 | Section L | Special conditions of contract | | | |
| 15 | Section M | Terms of reference/ Specification | | | |

Step 2 - Functionality Criteria

A bidder that scores less than 70% in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified from further evaluation.

| | Criterion | Description | Points | Total/Maximum points | Means of verification |
|-----|---------------------------|---|-----------------------|----------------------|--|
| 1 | Professional Team | Project Leader; Research and sector specialists. (The points for each professional team will be allocated as shown below) | | 40 | Letters of completions and/or Curriculum Vitae with contactable references (CV) including certified copies of qualifications |
| 1.1 | Project Leader (15) | 1. Successfully managed less than 5 projects of R10 m 2. Successfully managed 5 and above but below 7 projects of R10 m and above 3. Successfully managed 7 to 9 projects of R10 m and above 4. Successfully managed 10 or more research projects of R10m and above | 5 10 12 15 | 15 | Letters of completions and /or Curriculum Vitae (CV) with contactable references; certified copies of qualifications |
| 1.2 | Project Team members (25) | 1. Researcher - (NQF level 8 in research and project management with a minimum of 5 years' experience) 2. Sector Specialist - (NQF level 7 Civil/Mechanical/ Rail Engineer with a minimum of 5 years' experience) 3. Business/Organisational Development Specialist (NQF level 8 in Organisational Development with a minimum of 5 years' experience) 4. Environmental Specialist (NQF level 7 Bachelor of Arts in Environmental Management or Equivalent Qualification with a minimum of 5 years' experience) 5. Legal Specialist (NQF level 7 in: LLB, Bachelor of Laws with 5 years' experience) | 5 5 5 5 5 | 25 | Letters of completions and /or Curriculum Vitae (CV) with contactable references; certified copies of qualifications |
| 2. | Experience (40) | Demonstrated relevant experience of undertaking quality feasibility study. 1. At least 2 feasibility studies (10) 2 Experience in planning, designing, and managing of infrastructure projects. a) At least 3 projects. =10. | 10 10 | 40 | Attach 1. signed reference letters (on client's letterhead) from satisfied previous clients. The letter must have all the |

| | Criterion | Description | Points | Total/Maximum points | Means of verification |
|----|---------------------------|--|--------|----------------------|---|
| | | b) At least 2 projects. =5 | | | contact information of the previous client and 2. Project details stated on the proposal and written confirmation from client. |
| | | 3. Experience in Freight and Logistics. a) At least 2 projects. =10 b) At least 1 project = 5 | 10 | | |
| | | 4. Rail infrastructure and operations a) At least 2 branch line projects =10 b) At least 1 branch line projects =5 | 10 | | |
| 3. | Research Methodology (20) | The bidder must: a) Indicate the necessary understanding of the scope of work and how they intend to achieve it. b) demonstrated experience of systematically gathering, analysing, and synthesizing relevant evidence, data and information from a range of sources, identifying relevant material, assessing its quality, spotting gaps, and writing effective research reports. | | 20 | Proposal document |
| | | 1. Organisation has undertaken successfully 1 to 2 research projects which demonstrate knowledge of Freight and Logistics and/or Rail infrastructure and operations (qualitative or quantitative research) | 5 | | |
| | | 2. Organisation has undertaken successfully 3-4 evaluations or research projects which demonstrate knowledge of Freight and Logistics and/or Rail infrastructure and operations (qualitative or quantitative research) (qualitative or quantitative research) | 10 | | |
| | | 3. Organisation has undertaken successfully 5 to 6 research projects which demonstrate knowledge of Freight and Logistics and/or Rail infrastructure and operations (qualitative or quantitative research) (qualitative or quantitative research) | 15 | | |

| | Criterion | Description | Points | Total/Maximum points | Means of verification |
|--|--------------|--|--------|----------------------|-----------------------|
| | | 4. Organisation has undertaken successfully 7 or more research projects which demonstrate knowledge of Freight and Logistics and/or Rail infrastructure and operations (qualitative or quantitative research) (qualitative or quantitative research) | 20 | | |
| | Total | | | 100 | |

Step 4 - Price and Preference Points System

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

- a) This bid is issued with 80/20 preference points system.
- b) The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

| The specific goals allocated points in terms of this tender | Points | Acceptable Proof for Allocation of Points |
|---|-------------|--|
| Price | [80] | |
| Specific Goals: | [20] | |
| a) The promotion of KZN located enterprises | 20 | Municipal Account/ Lease Agreement or Letter from Municipal Councillor |
| Total | 100 | |

- c) It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

5. Bid Appeal Tribunal (BAT)

The Bid Appeals Tribunal was established per the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for

Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 5.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 5.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 5.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 5.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 5.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days. The address provided for the lodging of appeals is:

a) Via email to:

Batsecretariat@kzntreasury.gov.za; or

b) Via post/hand delivery to:

The Chairperson,
Bid Appeals Tribunal,
Private Bag X9082,
Pietermaritzburg,
3200

SECTION M: TERMS OF REFERENCE/SPECIFICATION

TERMS OF REFERENCE FOR FEASIBILITY STUDY ON RAILWAY BRANCH LINES, DRY PORT AND MAKHATHINI FLAT RAIL GREEN FIELDS

1. PURPOSE

The purpose of this terms of reference (TOR's) is to source a qualified, experienced, and competent service provider/s who will conduct feasibility studies, provide specialist advice and support to the department with the feasibility of implementation of a multipronged strategic intervention to improve transportation of goods in the province.

The feasibility study will be conducted over a period of 24 months and shall focus on the development of:

- a) Dry port Golela Border post,
- b) Rail greenfield linking Makhathini Flats with Mkhuze and
- c) Revitalisation of the rail branch lines.

2. POLICY IMPERATIVE

2.1 KwaZulu-Natal White Paper on Freight Transport Policy 2004

- a) To optimise resource usage through intermodal transport technology, integration, communication systems development, and the provision of effective facilities and infrastructure.
- b) To maximise human resource development and training, to ensure the competitive efficiency of the KwaZulu-Natal Freight transport corridors.
- c) To provide for rational integration with the transport system in the rest of South Africa and the region, with the clear proviso that the policy must provide for sustainable effectiveness, growth, and improved efficiency and international competitiveness over time.
- d) To promote the development of economic activity and growth within KwaZulu-Natal by providing transit corridors to the interior, from the two major ports.
- e) Take cognisance of the energy, environmental and safety considerations of all transport modes.

3. SCOPE OF WORK AND DELIVERABLES

The scope of works entails the following:

3.1 FEASIBILITY STUDY ON MKHANYAKUDE DRY PORT AND DEVELOPMENT MODEL AND RELATED FEEDERS

There are major railways and other infrastructure development in Mozambique and Swaziland. This development increasing the movement of cargo from and to these countries through the Northern part of KwaZulu-Natal. Lack of access to proper transport infrastructure (e.g., poor roads unused railway lines) limit the export /import opportunities between South Africa and SADC countries. Also, the ability of farmers to transport inputs, produce and access information is limited by lack of proper infrastructure and high transport costs. This in turn reduces the profitability of agricultural enterprises, thereby, creating disincentives to agricultural production. In uMkhanyakude District, although

the road infrastructure is improving the cost of transporting bulk goods including sugarcane, timber, and other agricultural produce becomes less profitable if transported by road. The planned agro- processing hubs, opening of productions of product such as macadamia necessitate the activation of dry port which will handle cargo from road to rail and bridge the inefficiency gap posed by poor freight transport and logistics infrastructure in the district. The Makhathini flats, area alone, has the potential to feed the whole of South Africa, yet transport costs create disincentives to farmers. Thus, it has been suggested that seamless freight transportation, where goods flow rapidly from door to door using the most cost-efficient and reliable transport modes in harmony with each other, has the potential to unlock the potential of the agricultural and tourism industry of uMkhanyakude. the department is looking at conducting a feasibility study developing a dry port in Golela Border Post thereby enabling better supply chain logistics and seamless transportation of good through the corridor.

3.1.1. The feasibility studies will include not limited the following milestones:

1. Preparation of an inception report and setting up of a project administration system.
2. Conduct a situational analysis of the transport networks in the uMkhanyakude District.
3. Conduct a commodity and value-chain analyses and mapping exercises to identify the areas earmarked for the establishment of Agri-Parks/agro-processing centres based on the growth potential of value-adding commodities as well as the tourism nodes for the district.
4. Identify location and secure sites.
5. Develop a proposed layout and designs of the infrastructure networks required for the seamless freight transportation of uMkhanyakude.
6. Undertake a cost-benefit or feasibility analysis and draw a financial plan including conditions for enterprise viability and sustainability.
7. Undertake an environmental assessment; strengths, weaknesses, opportunities, and threats (SWOT) analysis and develop resolution thereof.
8. Identify immediate and long-term stages of the project.
9. Identify critical risks, problems, and assumptions and provide means to eliminate them.
10. Engage all relevant stakeholders.
11. Provide an analysis of all legal requirements in developing the network of infrastructure required for the seamless movement of freight in uMkhanyakude District,
12. Compile a feasibility report with designs and specifications for the seamless transportation of goods in uMkhanyakude.
13. Come-up with development model and resourcing.
14. Comparative analysis of technological choices.
15. Outline ownership management structure of the various segments of transport infrastructure linking to envisaged dry port.
16. Identify critical risks, problems, and assumptions and the means to mitigate them.
17. Provide advisory services for the appropriate procurement of the project implementation.

18. Develop a composite close-out report.

3.1.2. Deliverables

1. The multi- modal demand modelling
2. Corridor cargo modelling (30years)
3. Dry Port Development Model
4. Dry Port Precinct Transit Development Orientated Plan
5. The technical feasibility reports.
6. Risk management report.
7. Legal feasibility report
8. Detailed projected design should show all sites, buildings, and infrastructure (including value adding facility)
9. Comprehensive final feasibility report

3.2 FEASIBILITY STUDY ON DEVELOPMENT OF MAKHATHINI FLATS RAIL LINE GREENFIELDS.

The emerging economic activities on the northeast corridor of KZN have necessitated that due consideration is given for the development of an inland logistics hub and a new railway line linking Makhathini flats and Mkuze. The development of the new rail line will be informed by the various commodities that are transported on this corridor as well as the need to stimulate new economic activity by creating safe and reliable route to market for established and emerging business enterprises. Lack of sound transportation logistics has constrained the development of this District which sits at a strategic part of the Province and the SADC region.

This inland rail line project is therefore conceptualized in response to these developments and is furthermore anchored on the agricultural potential of uMkhanyakude District and Makhathini Flats in particular. The district on its own is well endowed with a wide range of agricultural products and has the potential to grow significantly if backed by reliable and affordable supply chain logistics. The northeast rail corridor currently transports mineral and mining product in the main, with a few general freight trains that also run through destined for Zimbabwe, Zambia, and the south of the DRC. Shuttle trains linking Mkuze and the Felixton sugar mill started operating few years ago as a road to rail initiative with an origin and destination pair within the province.

The department is therefore looking at conducting a feasibility study of developing a rail line linking Makhathini and Mkuze thereby enabling better supply chain logistics and a seamless transportation of goods through the corridor. The department also sees this type of catalytic project as a necessary lever that will go a long way in creating new business and employment opportunities in that region.

3.2.1 The Deliverable are:

- 1) Preparation of an inception report and setting up of a project administration system.
- 2) Conduct a situational analysis of the transport network in the uMkhanyakude District.

- 3) Conduct a commodities and value chain analyses and mapping exercises for the region. Also identify the areas earmarked for the establishment of Agri-Parks/agro-processing centres as well as the tourism nodes to be developed for the district.
- 4) Conduct the multi-modal demand modelling.
- 5) Conduct corridor cargo modelling (30 years)
- 6) Identify rail route and work with the Department to secure site.
- 7) Develop a proposed layout and design of the infrastructure networks required for the seamless freight transportation.
- 8) Undertake a cost- benefit of feasibility analysis and draw a financial plan for the project including incentive considerations for the viability and sustainability of business enterprises.
 - (a) Undertake an environmental scan; strengths, weaknesses, opportunities, and threats (SWOT) analysis and develop response plans thereto.
 - (b) Identify immediate and long-term stages of the project.
 - (c) Develop a risk register and a risk management plan required for this project.
 - (d) Engage all relevant stakeholders for integrated development planning and execution.
 - (e) Provide an analysis of all legal requirements in developing the inland rail line. Conduct Economic feasibility.
 - (f) Conduct Technical feasibility.
 - (g) Conduct financial due diligence.
 - (h) Compile a feasibility report with designs and specifications.
 - (i) Come-up with the appropriate development model and resourcing.
 - (j) Comparative analysis of technological choices and operating philosophies.
 - (k) Outline a proposed ownership and management structure.
 - (l) Detailed project design should show all sites, buildings, and infrastructure (including value adding facilities).
 - (m) Provide advisory services for the procurement process to implementation.
 - (n) Set up the operating structure for the newly rail line.
 - (o) Develop a comprehensive close-out report for the project.

3.3 FEASIBILITY STUDY ON REVITALISATION OF THE RAIL BRANCH LINES.

The Kwazulu-Natal Department of Transport has been very concerned about the reduction in rail traffic on the various branch lines in the province. In 2001 the KwaZulu Natal Cabinet announced that active measures would be supported by the government to encourage the movement of cargo from road transport back to rail. It was also envisaged that rail branch line revitalization will create job opportunities and strengthened economic growth in rural areas. The reduction in rail services is in turn a major cause for concern as it increases the transport cost to agricultural products that depends on rail conveyances. The reduction in these activities reduce economic activities and consequent job losses.

Due to a failing rail system, cargo has migrated from rail to road, which has resulted in a substantial increase in the volume of heavy vehicles on the road network. The high social costs of excessive road transport i.e. the increase in road maintenance, congestion, accidents and gas emissions are a burden to society and the economy. These social costs are

a result of the modal imbalance between road and rail. Urgent government intervention was required to reverse the modal imbalance.

The NLTA assigns to provincial government responsibility for formulating provincial transport policy and strategy within the national policy and strategy framework, and planning, coordinating and facilitating of land transport functions in the province

To revitalise rail and actualise its role as the backbone of an integrated transport system, provincial government shall align their plans with the objectives and sequencing of interventions pursuant to National Rail Policy as well as with other DoT strategies and plans.

Any Government entity or other stakeholder that wishes to introduce a freight and or passenger service on a state-owned strategic branch line, shall fund the actual costs carrying and maintaining the branch line by the Infrastructure Manager, as well as the actual costs of operating trains. Where a branch line is inactive and requires rehabilitation to restore it to minimum safe standard, the Government entity or stakeholder shall also fund that investment.

Branch lines were originally built to develop rural areas. Light track was laid for low axle loads and short trains on typically steep and curvy alignments that constrained average speed to 30km/h or less. Together, these attributes compromised rail's inherent competitiveness. Over time, good quality provincial and national roads, and even freeways, have been built parallel to or near to branch lines, on more direct routes that permit substantially higher speeds. A few branch lines were re-laid with heavier rails, but most still fall short of the axle load ruling on the main lines to which they connect. Unless branch lines carry the same axle load as main lines, they in turn compromise main line operational efficiency and hence increase overall railage costs. Unsurprisingly, branch lines that could not compete on cost, network ability and or service, ultimately lost virtually all their traffic to road hauliers.

Branch lines could achieve this objective through:

- a) Providing access for small and rural towns to the developed economic centres;
- b) Alleviating road congestion and the other associated costs/externalities of transporting rail friendly cargo by road;
- c) Providing opportunities for private sector players to compliment the state's investments in infrastructure.

3.3.1 Identified Railway Branch Lines.

The Department has identified the following lines as having a potential to carry cargo, commuters, tourism passenger and utilised for recreational purposes if they are revived:

- a) Donny Brook Railway Line
- b) Golela Railway Line
- c) Mkhuze Railway Line
- d) Bergville, Winterton and Loskop Railway Branch Line
- e) Pietermaritzburg-Richmond Railway Branch Line
- f) Kranskop- Greytown Railway Branch Line
- g) Hilton Railway Branch Line

- h) Port Shepstone Railway Branch Line
- i) Greytown Railway Branch Line
- j) Dundee-Vryheid Railway Line
- k) Wartburg Railway Branch Line
- l) Dalton Railway Branch Line
- m) Ahrens Railway Branch Line
- n) Schroeder Railway Branch Line
- o) Harburg Railway Branch Line
- p) Hermannsburg Railway Branch Line
- q) Mt Alida Railway Branch Line
- r) Edendale Railway Branch Line
- s) Glenside Railway Branch line
- t) Bulwer Railway Branch Line
- u) Underberg Railway Branch Line
- v) Riverside Railway Branch Line
- w) Franklin Railway Branch Line
- x) Swartberg Railway Branch Line
- y) Matatiele Railway Branch Line
- z) Newcastle-Utrecht Railway Branch Line

3.3.3 The Deliverables are:

1. Preparation of an inception report and setting up of a project administration system.
2. Conduct a situational analysis of all identified Railway Branch lines in KwaZulu-Natal Province.
3. Provide a detailed railway branch line infrastructure and property report.
4. Conduct a commodity movement survey and value analysis on each Railway Line.
5. Identify where possible the tourism and recreational potential on each Railway Branch Line.
6. Identify skilled job opportunities that would be created by re-opening of Railway Branch Lines.
7. Identify rural investment development and local economic development in the district municipalities because of revitalisation of railway branch lines.
8. Provide analysis of road-rail modal shift and the impact of the road network including road accident analysis by heavy vehicles.
9. Comprehensive final feasibility report

4. MEASURABLE INDICATORS

Performance will be measured using the following indicators:

Submission of report on time for project task team and as and when requested.

1. Quality of inception report submitted.
2. Quality of personnel assigned to the project (qualification and experience).
3. Deadlines met according to the project plan.
4. Quality of concept note/designs submitted.
5. Quality of financial and implementation reports submitted.
6. Number of Composite Reports submitted.
7. Quality of composite reports as per agreed upon deliverables.
8. Quality and regularity of PSC Meetings held.
9. Quality of Project Steering Committee (PSC) Reports submitted.
10. Quality of PSC record keeping and secretariate.
11. On time identification of risk and mitigation (early warning).
12. Compliance with GCC requirements.

In addition, on the implementation plan, the service provider will set targets for all indicators as well as other targets the Service Provider may propose.

5. DURATION

Feasibility studies should be done over a period of 24 months.

6. PAYMENT SCHEDULE

| Deliverables | % Payment | Timeframe |
|--|-----------|-----------|
| Phase 1 | 10% | |
| 1.Inception Reports | | |
| 2.Situational Analysis | | |
| 3.Mapping Scope | | |
| Phase 2 | 20% | |
| 4.Layout and Designs | | |
| 5.Cost benefit analysis | | |
| 6.SWOT Analysis | | |
| Phase 3 | 30% | |
| 7.Stakeholder Engagement | | |
| 8.Identification of medium- and long-term stages | | |
| 9.Identification of risk and mitigation measures | | |
| Phase 4 | 10% | |

| Deliverables | % Payment | Timeframe |
|--------------------------------------|-----------|-----------|
| 10. Analysis of legal requirement | | |
| 11. Analysis of technological choice | | |
| 12. Analysis of ownership structure | | |
| Phase 5 | 30% | |
| 13. Presentation of findings | | |
| 14. Implementation plan | | |
| 15. Close out report | | |

15. MINIMUM REQUIRED PERSONNEL

The proposal must provide details on the number and qualifications of the professionals expected to be part of the team, their areas of expertise including their respective responsibilities. The proposal must indicate how the service provider will include previously disadvantaged individuals and young researchers.

7.1 The following personnel should be the backbone of the professional team

- (a) **Project Leader** must have an NQF 9 qualification and has 8 – 10 years' experience in managing research projects successfully of this size previously. (Please attach a **certified** copy of relevant NQF Level 9 qualification in Transport Engineering and /or project management qualification, a CV of the Project leader showing the number of similar feasibility studies/ research projects successfully executed with contactable references).
- (b) **A research specialist:** who has an NQF 8 qualification in research and project management and has 5 - 6 years' experience of undertaking successfully research of this size and nature previously. (Please attach a **certified** copy of relevant NQF Level 8 qualification in research and project management. Please provide a portfolio of evidence, CV, examples and references)
- (c) **Sector Specialist:** who has an NQF 7 qualification in Civil/ Mechanical Engineering. Post graduate diploma or course in Railway Engineering (Please attach a certified copy of relevant NQF 7 qualifications. Please provide a portfolio of evidence, CV, examples and references).
- (d) **Business/Organisational Development Specialist** (NQF level 8 qualification in Post Graduate Diploma in Organisational Development with 5 years' experience) Conducting organizational assessments to identify areas where the organization could improve its performance, culture, or structure. Developing and implementing training programs to enhance employee skills and knowledge. Facilitating change management efforts, including communications and training. Designing and implementing performance management programs to ensure that employees are meeting performance standards and goals. Coaching managers and employees on leadership and teamwork. Analyzing data and creating reports to identify trends and opportunities for improvement. Collaborating with other departments to ensure that the organization is aligned with its mission and goals. (Please

attach a certified copy of relevant NQF 8 qualifications. Please provide a portfolio of evidence, CV, examples and references).

- (e) **Environmental Specialist** (NQF level 7 qualification in Bachelor of Arts in Environmental Management or Equivalent Qualification with 5 years' experience) Developing and implementing environmental strategies and action plans that ensure corporate sustainable development. Taking the lead on sustainable procurement for all goods and services. Coordinating all aspects of pollution control, waste management, recycling, environmental health, conservation, and renewable energy. Leading the implementation of environmental policies and practices and ensuring compliance with environmental legislation. Assessing, analyzing and collating environmental performance data and reporting information to internal staff, clients, and regulatory bodies. Confirming that materials, ingredients, and so forth are ethically sourced and manageable. Managing environmental strategy budgets. (Please attach a certified copy of relevant NQF 7 qualifications. Please provide a portfolio of evidence, CV, examples and references).
- (a) **Legal Specialist** (NQF level 7 qualification in LLB, Bachelor of Laws with 5 years' experience) Research skills using a range of sources, including verbal questioning. Evaluation skills and the ability to interpret and explain complex information clearly. Analytical skills. Reasoning and critical judgement skills. The ability to formulate sound arguments. Lateral thinking and problem-solving skills. The ability to write concisely. Confident and persuasive oral communication skills. Attention to detail and the ability to draft formal documents with precision. (Please attach a certified copy of relevant NQF 7 qualifications. Please provide a portfolio of evidence, CV, examples and references).

The members of the professional team should also possess the following minimum skills

- (a) Being suitably qualified and experienced to respond to the terms of reference.
- (b) A team leader must have at least an NQF Level 9 in Project Management, and Transport Engineering qualifications
- (c) A team leader must have at least 10 years of experience in conducting the feasibility studies.
- (d) Proven track record (timely, effective, and efficient delivery).
- (e) Experience in the development of Feasibility Study Report, research, and presentation of findings.
- (f) Knowledge of transport sector including designing, construction of transport infrastructure including road and rail infrastructure.
- (g) Sound knowledge of managing multi modal transport systems.
- (h) knowledge of KZN corridor economics and the competitive environment.
- (i) Knowledge of the South African business environment and instruments.
- (j) Ability to network with senior stakeholders in the KZN transport Sector.
- (k) Funding sourcing specialist.
- (l) Report writing and presentation skills.
- (m) Technical knowledge of rail infrastructure and operations.

- (n) A sound approach and methodology towards delivering on this assignment.
- (o) Availability, accessibility, and dedication of expertise.