Dear Sir / Madam

BID NUMBER: DOT/08/2019/RT

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least 90 days from closing date.
- Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked “Technical proposal” and four PDF format CD’s of the technical proposal, and one (1) Original hard copy of the financial proposal inside market “Financial proposal” on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.
- Compulsory Briefing Session will be held as follows: Date 18 October 2019, Time: 09:00, Venue: Indaba Boardroom

2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
4 Kindly take note that this is a two envelope system (Technical and Financial) proposals must be marked and put in separate envelopes. Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two envelope system will be disqualified.

Kind Regards

[Signature]

For Director General: Transport

Date: 11-10-2019
CHECKLIST: DOT/08/2019/RT: APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF TECHNICAL SUPPORT AND ASSISTANCE: MAXIMIZING JOB CREATION THROUGH LABOUR INTENSIVE ROAD MAINTENANCE PROGRAMME IN LINE WITH THE S'HAMBA SONKE PROGRAMME.

<table>
<thead>
<tr>
<th>NB</th>
<th>SERVICE PROVIDERS MUST INDICATE WITH A TICK</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3  | **N. B Please note that this is a two envelope system**  
- Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope market “technical proposal” and four PDF format CD’s/USB’s of the technical proposal, and one (1) Original hard copy of the Financial proposal inside market “Financial proposal” on the closing date. If bidders are not, sure of the two-envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified. |     |    |
| 4  | Is the SBD 4 Form completed and signed? |     |    |
| 5  | Is the SBD 6.1 Form completed and signed? In bids where consortia/joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate. |     |    |
| 6  | Is the SBD 8 Form completed and signed? |     |    |
| 7  | Is the SBD 9 Form completed and signed? |     |    |
| 8  | Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof? |     |    |
| 9  | Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference? |     |    |
| 10 | Please note that late bids will not be considered. |     |    |
| 11 | CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report? |     |    |

Declaration: I, the undersigned (Full Name).........................................................certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ...........................................................................

2.2 Identity Number: ......................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ..........................................

2.4 Company Registration Number: ................................................................................................

2.5 Tax Reference Number: ............................................................................................................

2.6 VAT Registration Number: ........................................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

**State** means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

²Shareholder** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..........................................................
Name of state institution at which you or the person connected to the bidder is employed: ..........................................................
Position occupied in the state institution: ..........................................................
Any other particulars:
..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:
..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
2.9.1 If so, furnish particulars.


2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  

YES/NO

2.10.1 If so, furnish particulars.


2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:


3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
DECLARATION

I, THE UNDERSIGNED (NAME).................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

..................................................  .................................................................
Signature                              Date

..................................................  .................................................................
Position                               Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

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

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

\[
P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right)
\]

Where

- \(P_s\) = Points scored for comparative price of bid under consideration
- \(P_t\) = Comparative price of bid under consideration
- \(P_{\min}\) = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
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<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
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<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating
5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: \( \text{__} = \text{__} \) (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: \( \text{__} \) %

ii) The name of the sub-contractor:

iii) The B-BBEE status level of the sub-contractor:

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:
9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.
WITNESSES
1. ........................................
2. ........................................

SIGNATURE(S) OF BIDDER(S)
DATE: ........................................
ADDRESS ........................................
........................................
........................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☃</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>☐</td>
<td>☃</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>☐</td>
<td>☃</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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</tbody>
</table>
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

Yes ☐  No ☐

4.4.1 If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .................................................................  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..............................................  ..............................................
Signature                          Date

..............................................  ..............................................
Position                           Name of Bidder

Ja365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - (a) prices;
   - (b) geographical area where product or service will be rendered (market allocation);
   - (c) methods, factors or formulas used to calculate prices;
   - (d) the intention or decision to submit or not to submit, a bid;
   - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

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\(^3\) 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

................................................. ...............................................
Signature                                           Date

................................................. ...............................................
Position                                           Name of Bidder

Js914w 2
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. 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 any thing 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
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) 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

(b) 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

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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 anti-dumping 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 (l) (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.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
ANNEXURE B
PART A
INVITATION TO BID

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

BID NUMBER: DOT/08/2019/RT CLOSING DATE: 01 NOVEMBER 2019 CLOSING TIME: 11:00

DESCRIPTION
PROVISION OF TECHNICAL SUPPORT AND ASSISTANCE; MAXIMIZING JOB CREATION THROUGH LABOUR INTENSIVE ROAD MAINTENANCE PROGRAMME IN LINE WITH THE S'HAMBA SONKE PROGRAMME.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

159 FORUM BUILDING, CORNER BOSMAN & STRUBEN STREET, NATIONAL DEPARTMENT OF TRANSPORT

PRETORIA, 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO 

CONTACT PERSON MR JOHN MASHININI
TELEPHONE NUMBER 012 309-3045
FACSIMILE NUMBER E-MAIL ADDRESS MashiniJ@dot.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON MR WHITY MAPHAKELA
TELEPHONE NUMBER 012 309-3519
FACSIMILE NUMBER E-MAIL ADDRESS MaphakeW@dot.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 CENTRAL SUPPLIER DATABASE No: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[TICK APPLICABLE BOX] B-BBEE STATUS LEVEL SWORN AFFIDAVIT

☐ Yes ☐ No [TICK APPLICABLE BOX]

☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No [IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No [IF YES, ANSWER PART B.3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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 AND CONDITIONS FOR BIDDING

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, 2017, 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 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: ............................
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ................................................................. BID NO.: DOT/08/2019/RT
CLOSING TIME 11:00 CLOSING DATE: 01 NOVEMBER 2019

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

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY</th>
</tr>
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<tbody>
<tr>
<td><strong>(ALL APPLICABLE TAXES INCLUDED)</strong></td>
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</tbody>
</table>

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

   R.................................................................

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

   Hourly Rate
   
   Daily Rate

   R.................................................................
   R.................................................................
   R.................................................................
   R.................................................................
   R.................................................................

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

   R................................................................. days
   R................................................................. days
   R................................................................. days
   R................................................................. days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

   DESCRIPTION OF EXPENSE TO BE INCURRED

   Rate
   Quantity
   Amount

   R.................................
   R.................................
   R.................................
   R.................................
   R.................................

   TOTAL: R.................................

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

TOTAL: R.................................

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*DELETE IF NOT APPLICABLE*

Any enquiries regarding bidding procedures may be directed to the –

MR. JOHN MASHININI /MR. LUCKY MASHILE
Tel: 012 309-3045/3429
E-Mail: MashiniJ@dot.gov.za / MashileL@dot.gov.za

Or for technical information –

MR. WHITY MAPHAKELA
Tel: 012 309-3519
E-Mail: MaphakeW@dot.gov.za
BID NUMBER : 
Briefing Date : 
Briefing Time : 11H00 AM
Briefing Venue : Forum Building, Department of Transport

FINAL

TERMS OF REFERENCE FOR THE PROVISION OF TECHNICAL SUPPORT AND ASSISTANCE FOR THE PROGRAMME: MAXIMISING JOB CREATION THROUGH LABOUR INTENSIVE ROAD MAINTENANCE IN LINE WITH THE S'HAMBA SONKE PROGRAMME

Key focus areas:
Programme & Project Management, Performance Monitoring, Reporting and Evaluation, Project Profiling, Sampling, Inspections and Stakeholder Engagement

Closing Date : 
Closing Time : 11h00
Venue to drop Bids : Forum Building, Department of Transport
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1. INTRODUCTION

1.1 South Africa has a total of 750 000km (source: Sanral 2010) of road network and most of the road network is from Provincial and Municipalities.

1.1.1 The road network forms the backbone of development in any economy. In South Africa however, the planning and development methodologies of the previous dispensation have deprived a large portion of the population of this country of the basic transport infrastructure, leading to a lack of access and mobility and making transport unaffordable for them. The bulk of the road network is gravel and serves poor communities. There is also too many km of roads that are un-proclaimed.

1.2 SUMMARY OF SOUTH AFRICA’s ROAD NETWORK EXTENT

<table>
<thead>
<tr>
<th>Authority</th>
<th>Paved</th>
<th>Gravel</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANRAL</td>
<td>22,203</td>
<td>0</td>
<td>22,203</td>
</tr>
<tr>
<td>Provinces - 9</td>
<td>46,548</td>
<td>226,273</td>
<td>272,821</td>
</tr>
<tr>
<td>Metros - 8</td>
<td>51,682</td>
<td>14,461</td>
<td>66,143</td>
</tr>
<tr>
<td>Municipalities</td>
<td>37,691</td>
<td>219,223</td>
<td>256,914</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>158,124</td>
<td>459,957</td>
<td>618,081</td>
</tr>
<tr>
<td><strong>Un-Proclaimed (Estimate)</strong></td>
<td></td>
<td>131,919</td>
<td>131,919</td>
</tr>
<tr>
<td><strong>Estimated Total</strong></td>
<td>158,124</td>
<td>591,876</td>
<td>750,000</td>
</tr>
</tbody>
</table>

*Un-proclaimed Roads* = Public roads not formally gazetted by any Authority

1.2.1 It is thus important for transformation in the road infrastructure not to focus purely on technocratic road needs. Instead, it must be broad and comprehensive in assessing the demands placed on our road network (i.e. economic, social and environmental demands), which, if addressed, will contribute to the realisation of key national policy priority areas that seek to redress the imbalances of the past and support economic growth.
1.2.2 Therefore, any plans going forward need to consider and introduce/increase "labour intensive methodologies" for road projects through appropriate design and construction methods to increase job creation. Plans should include and involve the partnership with poor communities who can be employed for "routine road maintenance and construction activities" through the "contractor householder programme", in terms of the provisions of the Expanded Public Works Programme dispensation. The roads can be divided up into various (small) work packages and the work allocated to "householder contractors". In this way, each community can take responsibility for its work package, persons will receive a stipend for their services, and the roads will be kept at a good condition. There has to be a significant focus on community access roads and bridges that should be co-financed through intervention funding such as the Provincial Road Maintenance Grant, the Municipal Infrastructure Grant, Human Settlement Development Grant and/or from the New Infrastructure Fund.

1.3 CONTRIBUTION BY DEPARTMENT OF TRANSPORT TOWARDS GOVERNMENT INTERVENTION

1.3.1 The National Development Plan (NDP) in Chapter 4: Economic Infrastructure states: "To achieve sustainable and inclusive growth by 2030, South Africa needs to invest in a strong network of economic infrastructure designed to support the country's medium and long-term objectives. Achieving this vision is possible, if there is targeted development of transport, energy, water resources and information and communication technology (ICT) networks".

1.3.2 In response to the roads infrastructure crisis facing the country, the Road Infrastructure Strategic Framework for South Africa (RISFSA) was developed in partnership with all Road Authorities. Later, the S’hamba Sonke Programme (SSP) was developed by the Department of Transport as an "implementation support toolkit". This is in addition to and in support of the Expanded Public Works Programme already adopted by Government, which primarily focuses on job creation using labour intensive methodologies within various targeted sectors.

1.3.3 RISFSA contains principles that are embodied in sector and government level policies that seek to bridge the economic divide through the integration of the first
and second economies. RISFSA emphasises the need to maintain good quality strategic economic road infrastructure while elevating the profile of social infrastructure, promoting the integration of transport planning with broader economic and social spatial and land use planning, maximising skills development and employment creation potential while ensuring sustainability and harmony with the environment.

1.3.4 The SSP calls for a continuous intervention and innovation by the Road Authorities to address "Government Priorities", such as introducing maintenance methodologies that are specifically designed to create jobs, to support enterprise and co-operatives development, to improve the standard of maintenance of the road network and to support Rural Development. Its implementation is a people driven process to which everyone is able to contribute. Where appropriate, the SSP adapts to meet changing conditions and incorporate key lessons learnt.

1.3.5 Because of a resolution of the Road Maintenance and Construction Summit (24-25 May 2010), that road infrastructure funding had to be ring-fenced and more allocations had to be made towards the roads sector, engagements were held with National Treasury. The Provincial Roads Maintenance Grant (PRMG) was secured as a Schedule 4 Grant to "ensure efficient and effective investment in provincial roads to implement the Road Infrastructure Strategic Framework For South Africa road programme in line with the Shamba Sonke Programme and other related road infrastructure asset management programmes", effective from 1 April 2011.

1.3.6 Since its adoption, the SSP has an estimated 50% contribution from the roads sector towards job creation according to the Expanded Public Works Programme (EPWP) infrastructure reports.

1.3.7 The success of implementing the SSP in provinces indicates to Government that the scope for labour methodologies can be intensified in all provinces in a uniform manner. It should be extended to municipal road authorities who can achieve similar success through appropriate/proper guidance and technical support from the National Department of Transport, Department of Public Works, Department of Corporative Governance & Traditional Affairs and the Provincial Road Authorities.
1.3.8 The SSP entails a group of related projects in all nine (9) provinces and is managed in a co-ordinated way in order to obtain benefits not available from managing projects individually. The SSP involves aligning multiple, related projects to achieve the strategic objectives and allow for optimized or integrated cost, schedule, effort and benefit through common outcome or collective capability that is delivered.

1.3.9 The SSP provides an opportunity and benefits in order to achieve the country's strategic objectives by capturing and understanding stakeholder needs, desires and expectations.

1.3.10 The SSP also offers Benefits Management through focusing stakeholders on the outcomes of the government by ensuring that the promised benefits translate into value.

1.3.11 Furthermore, the Programme provides work opportunities and income support to poor and unemployed people through labour absorptive delivery of road infrastructure.

1.4 MANDATE AND RESPONSIBILITIES OF THE NATIONAL DEPARTMENT OF TRANSPORT

1.4.1 There are items linked directly to the Mandate of Department of Transport i.e. develop, provide and be responsible for:

1.4.1.1 Policy, advice, programs, legislation and regulation across a wide range of areas, including infrastructure planning and coordination, transport safety, land transport, air transport, transport security, maritime transport (including shipping) and major projects facilitation;

1.4.1.2 Country wide monitoring, evaluation and reporting for the roads sector;

1.4.1.3 Norms, guidelines and standards and/or;

1.4.1.4 Provision of information systems.
1.4.2 Implementation takes place primarily through SOCs and through supplementary grant funding to provinces & municipalities.

1.4.3 There are responsibilities emanating from the South African Constitution outlining how the National Sphere of Government should support Provinces and Municipalities:

1.4.3.1 Section 154 (1) "the national government must support and strengthen the capacity of municipalities to manage their own affairs"

1.4.3.2 Section 155(7) "Executive Authority to see to the effective performance by municipalities of their functions".

1.4.4 His Excellency, President Ramaphosa, acknowledged and committed to the need for job creation in his State of the Nation Addresses:

1.4.4.1 "Infrastructure investment is key to our efforts to grow the economy, create jobs, empower small businesses and provide services to our people. We have invested heavily in new roads, power stations, schools and other infrastructure. As some of our projects are taking time to get off the ground and to enhance our efforts, I will assemble a team to speed up implementation of new projects, particularly water projects, health facilities and road maintenance." (February 2018);

1.4.4.2 "Following up on our commitments - Making Your Future Work Better,..... we held a successful Presidential Jobs Summit that agreed on far-reaching measures – when fully implemented – will nearly double the number of jobs being created in our economy each year" (February 2019).

1.4.5 In his 2019 State of the Nation Address, the President instructed the Minister of Transport to maximise job creation in the road sector using labour intensive methods and the cooperative model, develop and support SMMEs, giving priority to women and youth entrepreneurs and to prioritise the development and maintenance of rural access roads.
1.5 LEGISLATIVE AND POLICY FRAMEWORK

1.5.1 There are responsibilities for National Governments emanating from the provisions in the Divisional of Revenue Act (DORA), which imposes legal responsibilities onto National Sector Departments.

1.5.2 The key responsibilities for PRMG involves review, monitoring and evaluation of monthly data, including validations and submission of monthly, quarterly and annual reports.

1.5.3 In addition to responsibilities for the PRMG, the Department has to provide technical support to other National Departments with their Grant administration:

1.5.3.1 Conditions of the Municipal Infrastructure Grant (MIG) requires the Department of Transport to “support municipalities with planning and implementation of municipal roads and monitor municipalities’ performance and compliance with conditions applicable to this sector” and “each national sector department will be expected to fulfill a monitoring role on the relevant sector outputs in collaboration with provinces and districts municipalities”.

1.5.3.2 The grant conditions of the Urban Settlement Development Grant (USDG) and the Human Settlements Development Grant (HSDG) requires the Department of Transport, to provide support to the Human Settlements Department to “Facilitate strategic and spatial planning support related to human settlements development”.

1.5.3.3 In addition to the MIG funded projects, there are municipal projects implemented by the Municipal Infrastructure Support Agency (MISA) wherein all sector departments are required to assist MISA with regards to planning support, monitoring, evaluation and inspection tasks.

1.5.4 The Department has to play a significant role in transformation and put measures in place to address poverty, inequality and unemployment.
1.6 LEGISLATIVE AND POLICY FRAMEWORK

1.6.1 In addition to the above, Maximising Job Creation through Labour Intensive Road Construction and Maintenance Methods in line with the SSP involves supporting transformation and industry development objectives taking into account the following:

1.6.1.1 That the level of Maximising Job Creation for a specific project becomes a design parameter where the designer carefully considers the socio-economic environment, the engineering parameters and the associated maintenance strategy for the project. In addition, the relation between construction time, specified quality and construction cost need to be evaluated;

1.6.1.2 The need for providing employment opportunities and distribution of income through injecting some project funds into the local economy in the form of wages to local poor and unemployed people;

1.6.1.3 The need to implement the "Contractor Household Programme" i.e. use of local labour for road construction and maintenance projects from poor communities as a method to address poverty and unemployment;

1.6.1.4 The need to support Small Micro Medium Entrepreneur (SMME) and Cooperate development as was approved by the Cabinet in 2016

1.6.1.5 The need for providing training or skills development to locally employed workers;

1.6.1.6 The need for the development of labour intensive capacity in the construction industry;

1.6.1.7 The need for ensuring the projects are designed and packaged to promote participation of small to medium sized contractors;
1.6.1.8 The need to consider the Scope of Work (stage and extent) in conjunction with the socio-economic environment where the project is being carried out will be the main drivers determining the labour-intensive of the project; and

1.6.1.9 The need for promoting use of local material and alternative labour based technologies.

1.6.2 The Road Construction Industry as a key vehicle for Development and Transformation is used to realise the following objectives:

1.6.2.1 Increasing emerging sector participation;

1.6.2.2 Meeting socio-economic objectives;

1.6.2.3 Balancing delivery empowerment;

1.6.2.4 Sustained growth of contractors; and

1.6.2.5 Transforming the industry.

1.6.3 Sampling and selection of 18 projects from the Provincial Project Lists in order to demonstrate the Programme’s best practices, showcase job creation and promote the development of Small, Micro, and Medium-sized Enterprise (SMME) and Cooperatives is done as part of the Programme.

1.6.4 The Department has to monitor, validate and evaluate data on the Infrastructure Report Model (IRM), the Expanded Public Works Programme (EPWP) and on the Quarterly Performance Reports (QPR) management information systems that are housed at National Treasury (NT), the Department of Public Works (DPW) and the Department of Planning, Monitoring and Evaluation (DPME) respectively. This includes profiling, sampling and physical inspections of projects to verify expenditure, the social impact and the engineering quality control aspects.
1.7 EXISTING MONITORING AND EVALUATION STRUCTURE

1.7.1 The Road Transport Branch as a Programme exists to develop and manage an integrated road infrastructure network, regulate road transport to ensure safer roads and furthermore will oversee the implementation of road projects by authorities.

2. REQUEST FOR PROPOSALS

2.1 It is against this backdrop, that Technical Support & Assistance for the programme and project management, performance monitoring, reporting and evaluation, project profiling and stakeholder engagement for "Maximising Job Creation through Labour Intensive Road Construction and Maintenance in line with the SSP is needed. Bids will be required from a service provider in the form of a Consortium or Joint Venture with a diverse range of skills and a footprint (experience and resources) throughout the country.

2.2 Since one of the project objectives is to improve and strengthen the capacity at the Department of Transport, the appointed service provider will be expected to work closely with the National Department of Transport (DoT) team to fully and effectively perform these functions as per paragraph 2.1 by the end of the contract or earlier.

2.3 All Bidders are advised to also provide their understanding of the project and their offering with the relevant supporting details (profile and experience) of the Consortium or Joint Venture team. The appointed service provider will also be expected to become familiar with the DORA, the SSP Manuals, the EPWP Manuals and RISFSA.
3. PROGRAMME SCOPE OF WORK AND OUTPUTS

3.1 Scope of Work Provincial Road Infrastructure Projects

3.1.1 The DoT teams shall require an on-going assistance with regard to:

3.1.2 Sourcing of data, evaluation, validation and resolving queries about the data. This process involves ensuring that there is compliance to spending on the approved projects and there is a correlation between actual expenditure incurred for projects and the physical work completed;

3.1.3 Support to provinces to fully rollout the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme, Contractor Development, the development of SMMEs, Cooperatives, Household Contractors and Labour Intensive Construction and Maintenance and to put in place an effective supervision and monitoring structure;

3.1.4 Monitoring and evaluation of the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme in terms of analysing and evaluating the Table B5’s of provinces. Furthermore there will be bilateral meetings with provinces, site inspections, monthly progress meetings, quarterly PRMG meetings with the provinces (including the quarterly reports), and the PRMG close-out report at the end of the financial year;

3.1.5 Mapping of project outputs to the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme outcomes benefits;

3.1.6 assessment of the impact of the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme;

3.1.7 Alignment of interdependence of benefits being delivered among the provincial projects across all road projects funded from different sources (PRMG & Equitable Share);
3.1.8 ensuring that the outcomes expected from the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme are achieved;

3.1.9 Monitor programme KPIs-Strategic Network and identify related risks as per the DORA condition;

3.1.10 Monitoring and quality assurance on a regular basis in order to provide confidence that the Maximising Job Creation through Labour Intensive Road Construction and Maintenance Programme complies with relevant policies and standards;

3.1.11 The Service Provider is expected to evaluate the existing system of supervision, monitoring, evaluation/analysis and reporting on the Job Creation Data and put in measures in place to assist the Department to strengthen/improve the supervision and validation processes

3.1.12 The successful service provider will assist the DoT in monitoring and profiling high impact projects that will display uniformity and standardisation and also apply technology innovation without compromising job maximisation through labour intensive methods (LIC);

3.1.13 The successful service provider must produce GIS mapping of all projects.

3.1.14 The list of stakeholders includes the following - Members of Parliament, Government Cluster Representatives, Labour, MINMEC, Provincial Road Authorities, Municipal Road Authorities. Relevant Sector Departments, SALGA, and/or vulnerable road users.

3.1.15 Managing stakeholder expectations with the primary objective of gaining and maintaining stakeholder buy-in for the programme's objectives, benefits, deliverables and outcomes, including gathering information and providing technical support and/or accompanying the Political Leadership during community outreach programmes.
3.2 Scope of Work for Administration

3.2.1 Preparation of draft documents and circulation for comments, inputs for reviewing and updating purposes;

3.2.2 Preparing spreadsheets and graphs;

3.2.3 Preparing power point presentations;

3.2.4 Skills transfer through ongoing discussions with the Project Team;

3.2.5 Minutes, Agendas and Attendance Registers of meetings;

3.2.6 Maintaining filed records of the above;

3.2.7 Preparation of material and conducting workshops to capacitate DOT staff and relevant stakeholders e.g. Provincial or Municipal officials, etc. whenever applicable.

3.3 Scope of Work for Municipal Road Projects

3.3.1 Support the Department with technical capacity to ensure that proper application of Road Policies, Frameworks and Procedures on municipal road programmes are adhered to for efficient project implementation;

3.3.2 Monitor project financials and advise the Deputy Director General or his designee: as the Programme Manager accordingly;

3.3.3 Assist with the review of Municipal IDP documents to ensure alignment of the deliverables with Municipal budgetary requirements and, where required, assist with budget review;

3.3.4 Supporting the project planning process;

3.3.5 Management of work packages within the project as and when required; and

3.3.6 Assist the staff with the monitoring of the project quality indicators and undertaking monthly assurance tasks on behalf of the Department
4. **PROJECT INCEPTION REPORT**

4.1 The first key deliverable within 14 days of accepting and signing the contract is for the successful service providers to provide the Department with a Project Inception Report, which shall include a detailed project plan with deliverables, key project milestones, a budget (expenditure) forecast, a capacity development (skills transfer) program for DoT staff and clear timelines. It is envisaged that key Department of Transport individuals may spend some time in the offices of the successful service providers. The timing will be agreed upon between the two parties during the inception meeting.

4.2 The Inception Report shall deal with establishing the project protocols and to ensure that:

4.3 there is alignment between the Departmental Project Managers and the project team of the successful service providers in terms of the overall project objectives and deliverables;

4.4 the Project Steering Committee is established;

4.5 the communication protocols between the Steering Committee and Transport Stakeholders is clearly understood;

4.6 the Project Activity Schedule, monthly reporting; quarterly progress and the monthly cash flow is finalised;

4.7 Data Collection / inputs for amendments;

4.8 Project profiling and stakeholder consultation programme;

5. **PROJECT CLOSEOUT REPORT**

5.1. The final deliverable is a Project Closure Report with supporting annexures / sub-reports. This shall be regarded as the project “main report”, including any relevant annexures or sub-reports.

5.2. The successful service provider will be expected to prepare and submit, at the end of the project a Project Closure Report with a detailed audit trail outlining the processes and procedures followed for the entire project with recommendations.
5.3. The key project deliverables to be covered in the Project Closure Report should include the following:

5.3.1. National and provincial performance of the grant covering the financial, physical and social performance.

6. PROGRAMME DURATION / TIMELINE

6.1. The project duration is for 36 months, effective from the date of appointment. The Tenderer must provide a detailed project schedule highlighting key deliverables.

7. FEES

7.1. Domestic hotel accommodation may not exceed R1 300 per night per person. (incl. dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

8. RATES

8.1. According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or service provider) will only be remunerated on the following rates regime:

8.2. The “Guidelines for fees” issued by the South African Institute of Chartered Accountants (SAICA);

8.3. The “Guide on Hourly Fee Rates for Consultants”, by the Department of Public Service and Administration (DPSA); or

8.4. Based on the body regulating the profession of the Consultant.
Note, there is provision to make monthly payments. However, payments can only be made for actual services rendered and not “planned services”. Therefore during the finalisation of the Inception Report at the beginning of the project:

both Parties will need to agree on the monthly deliverables and payment schedule; and

the successful service provider shall be expected to indicate the planned monthly staffing resources based on the activity schedule and project cash flows.

9. **PENALTY REGIME**

9.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase/milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the successful service provider under any circumstances. On the other hand, an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the successful service providers in full but with no additional interest.

9.2 The project milestones/phases are expected to be adhered to. The Department must approve any deviation prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).

9.3 Notwithstanding item 6.2 above, failure to meet the stipulated deadlines will result in 30% of the total outstanding payments for the project as completely not being paid over to the successful service provider if the poor performance is attributed to the successful service provider, unless there is undisputed evidence that the fault lies with the Department.
10. **RULES OF BIDDING**

10.1 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

10.2 No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of the Department, except where authorized in writing to do so. All information will be held strictly confidential. The successful service provider may be required to sign a Confidentiality Agreement with the Department.

10.3 Copyright of all documents and electronic aids, software programs prepared or developed in terms of the appointment, shall vest in the Department.

10.4 The Department reserves the right to amend, modify or withdraw this Terms of Reference (ToR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any service provider.

10.5 Any Briefing Notes which may be issued by the Department to the successful service providers should be considered as part of this ToR.

10.6 In the event that negotiations between the Department and the successful service providers fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the successful service providers without incurring any liability to compensate or reimburse the successful service providers.

10.7 The Department of Transport reserves the right to cancel the Contract forthwith and to terminate the service of the successful service providers with thirty (30) days' notice, and to do so if the successful service providers becomes unable for any reason whatsoever to implement any of the terms of the Contract due to causes within his/her control, or delay without proper cause. In such an event, the successful
service providers shall, when called to do so, hand over to the Department all documents and papers which are related to the project.

10.8 The Department will also have the right to:

10.8.1 Discontinue the services of the successful service providers at any stage during the project without any obligation to allow the successful service providers to execute the remainder of the project, and to;

10.8.2 Appoint a new service provider to execute the remainder of the project, should the Department not be satisfied with the executing of any part of the project by the successful service providers.

10.9 Should the Contract be cancelled in terms of paragraph 7.7 above, the quantum of remuneration due to the successful service providers for services rendered prior to the date of the termination of the Agreement shall be determined between the Department and the successful service providers.

10.10 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

10.11 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

10.12 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
10.13 A proposal submitted by a Consortium or Joint Venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such Consortium or Joint venture indicating:

10.13.1 the conditions under which the Consortium or Joint Venture will function;

10.13.2 its period of duration;

10.13.3 the persons authorized to represent it;

10.13.4 the participation of the several parties forming the Consortium or Joint venture;

10.13.5 the benefits that will accrue to each party;

10.13.6 any other information necessary to permit a full appraisal of its functioning.

10.14 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

10.15 The successful service providers may be required to enter into a Service Level Agreement (SLA) prior to appointment.

10.16 The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed service providers before final selection.

10.17 The Department also reserves the right to call interviews with short-listed service providers before final selection, and to negotiate price with the successful service providers

10.18 Firms may ask for clarification on this ToR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of
questions and answers will be emailed to all firms that register at the briefing session, without revealing the identity of the source of the questions.

10.19 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a service provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

10.20 Bid submission requirements must be completed in sections and appendices provided in the bid document.

10.21 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including a Valid Tax Clearance Certificate and all the SDB documents except for SBD 3.1 and 3.3, must be submitted together with the technical proposal.

Note: The Bidder is required to separate their costing proposals for the Provinces and the Municipalities. This is because the extent of services required for Municipal Project shall be limited based on the budget constraints.

10.22 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY. More information in this regards is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

10.23 Bidders are welcome to provide the Department with any additional information they consider of importance for the Department to consider when evaluating their response to this bid.

10.24 Prospective service providers must at all times comply with the Department’s Supply Chain rules and processes with regard to all projects and payments.
11. SUBMISSION OF PROPOSALS

11.1 The two Envelope System is required where a Technical proposal and the Financial offer are submitted in separate envelopes at the same place and time, i.e. the closing date and time as stipulated in the Bid Specification/ToR.

11.2 Only the Technical Proposal response will be functionally evaluated. The next stage will be to open the Financial Offers of the functionally qualifying bidders and complete the evaluation. Only those Envelopes containing financial offers corresponding to non-responsive technical proposals will be returned unopened after the award of the bid.

11.3 All interested Bidders are forced to attend a compulsory Briefing Session. Date and venue to be confirmed.

12. EVALUATION CRITERIA

12.1 It is mandatory for a Bidder to meeting this criteria i.e. this must be a Bid Proposal by a Consortium or Joint Venture in response to the ToR with evidence provided that this is a diverse Consortium/Joint Venture Team with countrywide resources to carry out the task throughout the duration of the contract. Consortium/Joint Venture partners should include women, youth and people with disability and having an Ownership of at least 26% of black owners. Submitting a non-responsive proposal will be disqualified.

12.2 A bidder that scores less than 60 points out of 100 points in respect of ‘functionality’ will be regarded as submitting a non-responsive proposal and will be disqualified.

<table>
<thead>
<tr>
<th>No.</th>
<th>Functional Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clear Project Proposal in response to the Scope of work and Deliverables.</td>
<td>35</td>
</tr>
<tr>
<td>2</td>
<td>Experience and evidence provided in similar (infrastructure) support programmes i.e. Project Management, Governance, and Methodology &amp; Management.</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Experience and evidence provided on Project Profiling and</td>
<td>10</td>
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<tr>
<td>Stakeholder Engagement.</td>
<td></td>
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<td>------------------------</td>
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<tr>
<td>4</td>
<td>Experience and evidence of innovation in promoting and using labour intensive technologies, methods and establishing supervision / monitoring structures by the Consortium/Joint Venture team members</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Details of skills transfer, an internship programme, details of the CSI programme.</td>
<td>10</td>
</tr>
</tbody>
</table>

12.3 Only the Technical Proposal responses will be functionally evaluated. The next stage will be to open the Financial Offers of the functionally qualifying bidders and complete the evaluation. Note, all those Envelopes containing financial offers corresponding to non-responsive technical proposals will be returned unopened after the award of the bid. (NB the two envelopes must be separated and be clearly marked/written with an ink or permanent marker).
<table>
<thead>
<tr>
<th>Scoring Criterion</th>
<th>1 Poor</th>
<th>2 Average</th>
<th>3 Good</th>
<th>4 Very Good</th>
<th>5 Excellent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project proposal</td>
<td>No Proposal/ Irrelevant proposal</td>
<td>Proposal submitted with limited details</td>
<td>Proposal in line with the scope of work</td>
<td>Proposal in line with the scope of work linked with time frames</td>
<td>Proposal in line with the scope of work linked with time frames and over an above</td>
</tr>
<tr>
<td>Proven: skills, knowledge and experience (including evidence provided in infrastructure support programmes i.e. Project Management, Governance, Methodology &amp; Management and on Project filling and Stakeholder Engagement and Innovation in promoting and using labour intensive technologies, methods and establishing supervision/monitoring structures by the consortium/joint venture team members)</td>
<td>0 to 2 years of similar experience</td>
<td>2 to 4 years of similar experience</td>
<td>4 to 5 years of similar experience</td>
<td>5 to 6 years of similar experience</td>
<td>6 and more years of similar experience</td>
</tr>
<tr>
<td>Skills Transfer Proposal</td>
<td>No details / not relevant</td>
<td>Plan submitted with limited details</td>
<td>Proposal based on scope of work for Clients staff</td>
<td>Proposal based on scope of work for Clients staff and your own staff</td>
<td>Proposal based on scope of work for Clients staff, own staff and the organisation has a CSI programme</td>
</tr>
</tbody>
</table>

Proposals that fail to meet the minimum threshold for functionality will be disqualified. Thereafter, only the qualifying proposals will be evaluated in terms of the 80/20 Preference Points System where the 80 points are awarded for price and the 20 points are awarded for specific goals.
13. **BID EVALUATION AND ADJUDICATION**

13.1 The Bid Evaluation Committee reserves the right to call bidders to complete any outstanding elements of the bids, make presentations of their bids, and/or present best and final offers, if required, at the bidders' cost, prior to the finalisation of the evaluation process.

13.2 Any bidder which fails to submit any element of the bid submission requirements set out in terms of this ToR will be rejected as unsuitable for evaluation and will therefore not be further considered. The decision of the Department's Bid Adjudication Committee will be final.

**The contact persons for:**

**Technical Enquires**

<table>
<thead>
<tr>
<th>Mr Whity Maphakela</th>
<th>Mr Nkululeko Vezi</th>
</tr>
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<tbody>
<tr>
<td>Director: Road Infrastructure Planning</td>
<td>Deputy Director: Road Infrastructure Management</td>
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<td>Tel: (012) 309-3519</td>
<td>Tel (012) 309 3375</td>
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<td><a href="mailto:VeziN@dot.gov.za">VeziN@dot.gov.za</a></td>
</tr>
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**Administrative Enquires must be addressed to :-**

<table>
<thead>
<tr>
<th>Mr John Mashinini</th>
<th>Mr Lucky Mashile</th>
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<tbody>
<tr>
<td>Department of Transport</td>
<td>Department of Transport</td>
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<tr>
<td>Tel: (012) 309-3000 / 3045</td>
<td>Tel: (012) 309-3000 / 3429</td>
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