



REQUEST FOR QUOTE

ISSUED BY:



KWAZULU-NATAL PROVINCE
TRANSPORT
REPUBLIC OF SOUTH AFRICA

POSTAL ADDRESS: PRIVATE BAG X9043
PIETERMARITZBURG
3200

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

TELEPHONE NO.: 033 355 8639

QUOTE NUMBER: ZNQ01861/0000/00/HOD/GEN/24T

QUOTE DESCRIPTION: PROVISION OF FEASIBILITY STUDY- EMERGING SUPPLIERS TO SERVICE THE
DEPARTMENTS YELLOW FLEET OF VEHICLES

CLOSING DATE: [XXX] 16-05-2025

DIRECTORATE: EMPOWERMENT PROGRAMME

SUBMITTED BY:

COMPANY NAME:	
CENTRAL SUPPLIER DATABASE NUMBER:	

TABLE OF CONTENTS

SECTION A: SBD 1 - INVITATION TO BID	3
SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS.....	6
SECTION C: AUTHORITY TO SIGN.....	7
SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE	9
SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	10
SECTION F: SBD 3.1 - PRICING SCHEDULE (FIRM PRICES)	11
SECTION G: SBD 4 - BIDDER'S DISCLOSURE	13
SECTION H: SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	16
SECTION I: SBD 7.2 - CONTRACT FORM -RENDERING OF SERVICES.....	21
SECTION J: GENERAL CONDITIONS OF CONTRACT	24
SECTION K: SPECIAL CONDITIONS OF CONTRACT	37
SECTION L: TERMS OF REFERENCE/SPECIFICATION	42

SECTION A: SBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)						
BID NUMBER:	ZNQ01861/0000/00/HOD/GEN/24T		CLOSING DATE:	16-05-25	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF FEASIBILITY STUDY- EMERGING SUPPLIERS TO SERVICE THE DEPARTMENTS YELLOW FLEET OF VEHICLES					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
KwaZulu-Natal Department of Transport						
Inkosi Mhlabunzima Maphumulo House						
172 Burger Street						
Pietermaritzburg						
3200						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Nompilo Mkhize		CONTACT PERSON	Pierre Diedrick		
TELEPHONE NUMBER	033 355 0007		TELEPHONE NUMBER	082-901 6606		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	Nompilo.Mkhize@kzntransport.gov.za		E-MAIL ADDRESS	Pierre.Diedrick@Kzntransport.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CSD No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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 & Conditions of 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies. The exception will apply to Requests to Bidders via email and returnable documents requested by the Department by email.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be completed in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.

Acceptable Proof for Allocation of Points

The specific goals allocated points in terms of this tender	<u>Points</u>	<u>Acceptable Proof for Allocation of Points</u>
The promotion of South African owned enterprises	05	CIPC company registration documents or CSD Report
The promotion of enterprises located in KwaZulu-Natal	05	Lease Agreement or Municipal Account or Municipal Councilor letter
An EME or QSE which is at least 51% owned by black people	10	BBB-EE Certificate or Sworn Affidavits

Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

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

SECTION C: AUTHORITY TO SIGN

Bid/Quotation no. ZNQ01861/00000/00/HOD/GEN/24T- FEASIBILITY STUDY TO SUPPORT
MECHANICS TO SERVICE DEPARTMENTAL YELLOW FLEET

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

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

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

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note

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

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

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION F: SBD 3.1 - PRICING SCHEDULE (FIRM PRICES)**(PURCHASES)**

Bidders must fully complete (Failure to do so will invalidate your bid):

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

Name of Bidder:	Bid Number: ZNQ01861/00000/00/HOD/GEN/24/T
Closing Date: [XXX] 16-05-2025	Closing Time: [XXX] 11H00

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED
1.	Phase 1: Inception Report	
2.	Phase 2: Technical progress report including draft feasibility report	
3.	Phase 3: Final feasibility report	
SUB-TOTAL		
VAT AT 15%		
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		
Amount in words _____ _____		

Required by:

KwaZulu-Natal Department of Transport

At:

172 Burger Street

Inkosi Mhlabunzima Maphumulo House

Pietermaritzburg

3201

.....

Brand & Model:

.....

Country of Origin:

.....

Does the offer comply with the specification(s)?

*Yes/No

If not to specification, indicate deviation(s):

.....

Period Required for Delivery:

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

Delivery Basis:

Declaration:

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

Signature of Bidder or Authorized Representative
(Print Name)

Date: ____/____/____

Note:

*Delete if not applicable

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE**1. Purpose of the Form**

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

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

2. Bidder's Declaration

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? Please Tick:

YES	NO

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

Full Name	Identity Number	Name of State Institution

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

YES	NO

- 2.4. If so, furnish particulars:

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

.....
.....
2.5. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? Please Tick:

YES	NO

2.6. If so, furnish particulars:
.....
.....

3. Declaration

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

- 3.1. I have read, and I understand the contents of this disclosure.
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and

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

or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I certify that the information furnished in Paragraphs 1, 2 and 3 above is correct. I accept that the state may reject the bid or act against me in terms of paragraph 6 of the PFMA SCM Instruction 03 of 2021/22 on preventing and combating abuse in the Supply Chain Management System should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- a) the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is expected not to exceed R1 000 000 including all applicable taxes, therefore the applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotion of South African owned enterprise	5	
The promotion of KZN located enterprises	5	
An EME or QSE which is at least 51% owned by black people	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of Company/Firm:

4.4. Company Registration Number:

4.5. Type of Company/Firm:

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Department of Transport in accordance with the requirements and specifications stipulated in Bid Number [ZNQ0186/00000/00/HOD/GEN/24T] at the price/s bid and quoted herein. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1. 'Bidding documents, viz':
 - i) Invitation to bid.
 - ii) Tax clearance certificate.
 - iii) Pricing schedule(s).
 - iv) Technical Specification(s);
 - v) Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022.
 - vi) Declaration of interest.
 - vii) Special Conditions of Contract.
 - 2.2. General Conditions of Contract; and
 - 2.3. Other (specify).
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

Name (Print):

Capacity:

Signature:

Name of Company/Firm:

Date:

Witnesses:	
1
2.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

Signed at on

Name (Print):

Signature:

Date:

Official Stamp:

--

Witnesses:

1

2

SECTION J: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

2. Application

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

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

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

3. General

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

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

5. Use of Contract Documents and Information; Inspection.

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

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 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:
- i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - ii) a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, Tests and Analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

9. Packing

- 1.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

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

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 11.2. Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

12. Transportation

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

13. Incidental Services

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

14. Spare Parts

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

15. Warranty

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's Performance

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

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

performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

22. Penalties

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

23. Termination for Default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier

shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.\

- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- a) the name and address of the supplier and / or person restricted by the purchaser.
 - b) the date of commencement of the restriction
 - c) the period of restriction; and
 - d) the reasons for the restriction.
- 23.6.1. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and Countervailing Duties and Rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped

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

25. Force Majeure

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION K: SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

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

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

2. CONTRACT PERIOD

The duration of a contract is eight (8) Months.

3. PRICING, INVOICING AND PAYMENTS

- 3.1 Price offers should be inclusive of all costs and the VAT.
- 3.2 Bidder should note that price offered is fixed for the period of the contract.
- 3.3 All invoices submitted shall be accompanied by approved reports. The department shall not pay for the incorrect invoices or in cases where there are no department approved reports.
- 3.4 Payments will be done according to the payment schedule as reflected in paragraph 3.5 below, articulated in paragraph 8 of section L and section F: SBD 3.1.
- 3.5 The following price schedule which must be completed shall also be the payment schedule as articulated in paragraph 8 of section L, the total price should be transferred to section F: SBD 3.1.

Deliverables	Percentage of payment	Price (should be transferred to section F: SBD 3.1)
Phase 1	30%	
Phase 2	40%	
Phase 3	30%	
Total	100%	
VAT	15%	
Grand Total		

4. EVALUATION

This quotation document will be evaluated in four steps as follows:

Step 1: check Administrative Compliance,

Step 2: Mandatory Requirements,

Step 3: Functionality and

Step 4 application of Price Preference point system.

Bidders must submit attach copies of qualifications and Curriculum Vitae of professional in their proposal.

Step 1 - Administrative Compliance

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

The following documentation must be submitted:

Criteria		Yes	No	Remarks
Part A	Invitation to Bid.			
Part B	Terms and Conditions for bidding			
Section B	Special instructions regarding completion of bid			
Section C	Authority to sign			
Section D	Registration of CSD			
Section E	Declaration of CSD			
Section F	Pricing Schedule (SBD 3)			
Section G	Bidders Disclosure (SBD4)			
Section H	Preference points Claim Form (SBD6.1)			
Section I	Contract Form (SBD7)			
Section J	Conditions of contract			
Section K	Special conditions of contract			
Section L	Terms of reference/ Specification			

Step 2 - MANDATORY REQUIREMENT (QUALIFICATIONS AND CURRICULUM VITAE)

Bidder must submit copies of qualifications and Curriculum Vitae (CVs)/ Resume of professional team

- a) Project Leader must have an NQF 8 qualification and has 8 – 10 years' experience in managing research projects successfully of this size previously. (Please attach a copy of relevant NQF Level 8 qualification or project management qualification, a CV of the Project leader showing the number of similar research projects successfully executed with contactable references., examples and references to be provided)

- b) A research specialist: who has an NQF 7 qualification in research and project management and has 5 - 6 years' experience of undertaking successfully research of this size and nature previously. (Please attach a copy of relevant NQF Level 7 qualification in research and project management. Please provide a portfolio of evidence, CV, examples and references)
- c) Sector Specialist: who has an NQF 7 qualification in Automotive and Mechanical industry. (Please attach a copy of relevant NQF 7 qualifications in the Automotive and Mechanical industry. Please provide a portfolio of evidence, CV, examples and references).

Only quotes that comply with mandatory requirement will pass on to functionality evaluation.

Step 3 – FUNCTIONALITY

	Criterion	Description	Points	Means of verification
1	Professional Team	Project Leader; Research and sector specialist. (The points for each professional team will be allocated as shown below)	40	Purchase orders Letters of completions and /or Curriculum Vitae (CV)
1.1	Project Leader (14)	1. Successfully managed 1 to 2 projects of less than R1 m	5	Purchase orders Letters of completions and /or Curriculum Vitae (CV)
		2. Successfully managed 3 to 4 projects of R1 m and above	8	
		3. Successfully managed 5 to 6 projects of R1 m and above	11	
		4. Successfully managed 7 or more research projects of R1 m and above	14	
1.2	Research specialist (13)	1. Successfully undertaken 1 to 3 research projects of a similar nature over R500 000	4	Purchase orders Letters of completions and /or Curriculum Vitae (CV)
		2. Undertaken successfully 4-5 research projects of a similar nature and over R500 000 research projects	7	
		3. Undertaken successfully 6 to 7 projects of a similar nature and over R500 000	10	
		4. Undertaken successfully minimum of 8 projects of a similar nature and over R1 000 000	13	
1.3	Sector Specialist (13)	1. Worked in the sector for 1- 2 years	4	Curriculum Vitae (CV)
		2. Worked in the sector for 3-5 years.	7	
		3. Worked in the sector for 6-9 years	10	
		4. Worked in the sector for 10+ years	13	

2.0	Company Experience (20)	Demonstrated relevant experience of undertaking quality feasibility study.	20	Attach 1. signed reference letters (on client's letterhead) from satisfied previous clients. The letter must have all the contact information of the previous client and 2. provide a portfolio of evidence and certified completion certificate.
		1. Organisation has successfully undertaken 1 to 2 feasibility studies of a similar nature and over R500 000	5	
		2. Organisation has undertaken successfully 3-4 feasibility studies of a similar nature and over R500 000	10	
		3. Organisation has undertaken successfully 5 feasibility studies of a similar nature and over R500 000	15	
		4. Organisation has undertaken successfully 5 feasibility studies of a similar nature and over R1 000 000	20	
3.	Methodology (40)	The bidder must indicate the necessary understanding of the scope of work and how they intend to achieve it.	40	Proposal document
3.1.	Research Practice (20)	Demonstrated experience of systematically gathering, analysing, and synthesizing relevant evidence, data and information from a range of sources, identifying relevant material, assessing its quality, spotting gaps, and writing effective research reports.		
		1. Organisation has undertaken successfully 1 to 2 research projects which demonstrate knowledge of (qualitative or quantitative research) and are over R500 000	6	
		2. Organisation has undertaken successfully 3-4 evaluations or research projects which demonstrate (qualitative or quantitative research) and are over R500 000	10	
		3. Organisation has undertaken successfully 5 to 6 research projects which demonstrate (qualitative or quantitative research) and are over R500 000	14	
		4. Organisation has undertaken successfully 7 or more research projects which demonstrate (qualitative or quantitative research) and are over R1 000 000	20	

3.2.	Implementation Plan of Feasibility Study	Quality of activity-based Implementation plan (time frame linked to activities)		Proposal Document
		1. No plan	0	
		2. Activity-based plan produced but not convincing that the methodology can be delivered using resources proposed.	6	
		3. Activity-based plan clear and realistic to address the methodology	14	
		4. Activity-based plan clear and realistic to address the methodology, and innovative so that more can be delivered	20	
	Total			100

The minimum threshold for functionality is (70%) of the total score of 100 points. Bidders who do not meet minimum threshold will be disqualified from further evaluation.

Step 4 - Preferential Point Evaluation

Application of preference points. This bid will be evaluated using the 80/20 preference point system.

SECTION L: TERMS OF REFERENCE/SPECIFICATION

TERMS OF REFERENCE FOR A FEASIBILITY STUDY INTO THE ENGAGEMENT AND DEVELOPMENT OF EMERGING SERVICE PROVIDERS TO SERVICE AND REPAIR THE DEPARTMENTAL YELLOW FLEET OF VEHICLES

1. PURPOSE

The purpose of this terms of reference (TOR's) is to source a qualified, experienced and competent service provider/s, on a quotation basis, who will conduct a feasibility study, provide specialist advice and support to the department in determine the feasibility of engaging and developing emerging service providers to service and repair the departments yellow fleet of vehicles. The feasibility study will be conducted over an eight (8) months period.

The department therefore invites suitably qualified and experienced service providers to submit project proposal to conduct feasibility study as outlined below.

2. BACKGROUND

The Department of Transport has a fleet of vehicles that is used to service the departments administrative, and maintenance and construction needs, in terms of logistics.

The fleet of vehicles used for administrative purposes is procured, maintained and serviced through a transversal contract. The yellow fleet of vehicles is used to construct and maintain the provinces road network. The yellow fleet is referred to as construction plant. The plant is housed across the twelve (12) cost centres of the Department.

The maintenance and servicing of the Departments yellow fleet of vehicles is generally undertaken by conventional, monopolistic contractors. The Department would like to engage more SMME's and historically disadvantage individuals in the maintenance of its yellow fleet of vehicles.

The Department of Transport has identified that it is unable to influence the engagement of emerging service providers in the fleet vehicles used for administrative purposes.

The Department's yellow fleet of vehicles is purchased, maintained and serviced by the Departments Mechanical section. The department being in control of the yellow fleet of vehicles, can influence the engagement and development of emerging service providers in the maintenance and servicing of the Departments yellow fleet of vehicles. This will be in line with the development of the rural and township economy as per the Kwazulu-Natal Township and Rural Economies revitalisation Strategy.

The Department as a result would like to engage the services of a qualified, experienced and competent service provider/s (consortium) to conduct a feasibility study, provide specialist advice and support to the department in determining the feasibility of engaging and developing emerging service providers to service and repair the departments yellow fleet of vehicles.

3. FEASIBILITY STUDY OBJECTIVES

The objective of this feasibility study is to determine if it is feasible for DOT to implement a programme that engages and develops emerging service providers to support the Department in the maintenance and servicing of its yellow fleet of vehicles.

The feasibility study is expected to respond to:

- a) What is the theory of change underlying this intervention?
- b) Does the literature review and government policies support a programme of this nature?
- c) The types of plant and the types of repairs that are carried out by the department on its yellow fleet.
- d) What is the spend analysis for the repair to the Departments yellow fleet?
- e) What would the scale of need be and how many emerging service providers will be required to respond to the need?
- f) What are the entrance barriers that hinder emerging service providers from doing business with the Department?
- g) Is it feasible for the DoT to directly support the development of emerging service providers to supply maintain and service the departments yellow fleet?
- h) What type of work, what volume of work provided to emerging contractors will generate sufficient income streams for these emerging service providers?
- i) What approaches to training and support for emerging SMMEs would be recommended and who are potentially identified service providers?
- j) What institutional arrangements exist within the organs of state to support this programme? What roles will each of these entities play?
- k) Who are other entities within the state engaged with contractor development who DoT could potentially partner with in supporting this contractor development programme? What roles will each of these entities play?
- l) What institutional arrangements exist within the organs of state to support this programme? What roles will each of these entities play?
- m) Who are other entities within the state engaged with contractor development who DoT could potentially partner with in supporting this contractor development programme? What roles will each of these entities play?
- n) What capacities and infrastructure will be required if DoT is to support this contractor development process sustainably and comprehensively?
- o) To what extent does this intervention support the achievement of the National Development Plan (NDP) /MTSF?
- p) Are the results sustainable?
- q) How could the intervention be strengthened in future?

4. SCOPE OF WORKS

The scope of works of the feasibility study includes, but is not limited to the following:

1. Develop an Inception Report for the Feasibility Study
 - Which is to include a work plan (implementation plan) which indicates the phases of the feasibility study, the timing, key deliverables and milestones
 - The proposal has of necessity been developed with partial information.
 - The objective of the inception phase is to agree on revisions to the proposal to ensure the requirements of the assignment can be addressed.

- The inception report does not need to be long and may be only 3-4 pages.
- It should indicate the process undertaken in the inception including people met, and introduce the revisions made in the proposal.

A suggested structure is as follows:

- Potential structure of an inception report
- Process undertaken during the inception phase
- Understanding of the intervention and the TORs of the project/feasibility study
- Changes in the approach, design and methodology for the evaluation of feasibility study
- The approach taken of the Activity-based study of the feasibility study (the revised plan will be in the revised proposal)
- The composition of the team (team members, roles and level of effort)
- Clarifications on how capacity development elements will be addressed (building capacity of)

2. Develop a problem statement for the programmes

- Defining the purpose of the study and the desired outcome of the study;
- Providing a justification for undertaking the study, namely the reason and motivation for carrying out the feasibility and option analysis;
- An outline of the problem statement – (the key problem that is the focus of this research)
- A description of how the problem impacts (affects) the institution (DoT).

3. Legislative Mandates

- All applicable legislative and policy imperatives must be considered when proposing the need and viability of the programmes.
- Any contradictions with current legislation and policy must be highlighted.
- Contractual feasibility- to determine whether the proposed project complies with the legal and contractual requirements or not

4. Prior Works / Programmes Report

- Review and report on research that has already been conducted in the field being studied needs to be considered.
- Existing programmes that are currently underway in the Department must also be considered to prevent a duplication of effort and resources and to also check if there can be linkages with these.
- Past programmes that have been undertaken in the Department also serve as a crucial source of information, as they provide details in respect of successes and failures.
- Operational Feasibility – how the project if implemented will fit into the work of the DoT
- Provide details of the Solution including its overall functionality and features, the business strategy to be implemented, identify the various role players and their roles (internal and external), how the solution will impact the processes of the Dept, potential obstacles, market analysis and the competition.

5. Operation and Technical Feasibility Report

- All technical aspects in respect of the programme must be well thought out. This includes the operational and technical processes to be followed in respect of achieving the possible product/outcome of the programme.
- Furthermore, the climate and geography need to be considered for the product and processes that are going to be employed.
- Geographical Information Systems (GIS) mapping could be used to analyse the area that is being proposed for the programme to further determine viability of the programmes.
- competitive landscape (barriers to entry; diversity of competitors etc)
- bargaining power of suppliers and buyers
- technical and operational feasibility

6. Departmental readiness Report

- This considers the working culture of the Department and whether there are systems in place to allow for the proposed change.
- All human resource implications in terms of knowledge, skills and available staff must be considered when

developing a framework.

- The availability of materials and equipment in the Department must be considered.
- The Department's technical and information technology readiness must be considered.
- Funding constraints and availability experienced by the Department must be taken into account.

7. Financial Considerations Report

- A clear costing of the programme needs to be undertaken as well as an estimation of any potential savings that could accrue to the Department as a result of the programme in the long run, as a motivation for the programme.
- The availability of financial resources is a major consideration with any programme that is to be undertaken.
- The possible funding sources need to be highlighted.
- Provide a Solutions Objective which will describe the benefits to be accrued to the DoT and the costs to be incurred as a result of solving the problem
- Include a cost benefit analysis of the proposed Solution.
- Conduct a spend analysis on the procurement on this commodity by the Department
- economic and financial feasibility

8. Needs and Expectations of the Population Report

- The programme must take the broad wants and needs of the various groups/communities the Department serves, into account.
- Groups/communities include Departmental staff, the recipients of the Department's services and the beneficiaries of programmes e.g. communities meant to benefit in respect of poverty alleviation, employment creation efforts, improved road safety, access to public transport, etc.
- It must be noted that the policy may not always satisfy these demands due to constraints, e.g. financial, human resources, etc.
- It is also advisable to hold public consultation meetings/interviews to determine the relevance of the intervention for the communities or groups targeted.
- Produce a stakeholder engagement plan and report(internal/external)

9. Feasibility study Report

- Indicate any Alternative Solutions that have been considered and compared to the proposed solution.
- This should include the key differences between the solutions offered in terms of effect, costs or/and benefits) of each solution.

5. DELIVERABLES

Deliverables is broken down into three (3) phases as listed below. Bidder should price for each of the phase and payment will be made in phases.

Phase 1

- 1.Inception Report – A plan with timeframes acceptable to the Department for the Implementation of the project.
- 2.Legislative Mandates Report

Phase 2

- 1.Prior Works / programmes Report
- 2.Operation and Technical Feasibility Report
- 3.Departmental readiness Report
- 4.Financial Considerations Report
- 5.Needs and Expectations of the Population Report
- 6.Project Risk Report
- 7.A workshop with stakeholders to discuss the emerging findings or draft report:

The department may then need to redesign the Intervention.

Phase 3

A final feasibility Report – A combination of the entire feasibility covering technical, market, commercial, operational and contractual feasibility.

The final report, both full and in 1/5/25 format, in hard copy and electronic; The final report should Include a revised theory of change and log frame, including proposed changes to the intervention design.

Provision of all datasets, metadata and survey documentation (including interviews) when data is collected. Note this data may need to be anonymised. Full transcripts of interviews are not required.

6. ACTIVITIES

There are a number of activities required to undertake the project. These include the following:

- regular Steering Committee Meetings
- approval of Inception report
- submission of draft theory of change and log frame
- submission of literature review
- approval of report structure, final data collection instruments and other tools
- approval of Analysis Plan
- submission of other technical reports
- submission of Draft Feasibility Report for review in 1/3/25 format
- workshop with stakeholders to discuss draft report
- approval of the Final Feasibility Report
- proposed changes to intervention design if needed
- submission of all data sets, metadata and survey documentation (including interviews when data is collected)
- submission of PowerPoint or audiovisual presentation of the results
- project Closure Meeting

7. THE DURATION FOR CONDUCTING FEASIBILITY REPORT

The final accepted feasibility report is expected to be drafted within an eight-month period.

The service provider in his/her proposal must be able to provide an implementation plan which encompasses all aspects mentioned above and clearly indicate the time required to achieve each milestone.

8. BUDGET, PRICING AND PAYMENT SCHEDULE

The feasibility study will be funded by the Department of Transport, Chief Directorate: Strategic Planning and Directorate: Empowerment Programmes.

Bidders must submit pricing for each phase as a percentage of the deliverables.

Payment will be made as follows:

Deliverables	% payment	Timeframe
Phase 1	30%	1 month
Approval of Inception report	10%	
Submission of draft theory of change and log frame	10%	
Submission of literature review	10%	
Phase 2		6 months
Approval of report structure, analysis plan, final data collection instrument and other tools		
Submission of other technical process report, e.g. fieldwork report	10%	
Submission of draft feasibility report for review, full and 1/5/25 format	30%	
Possibly a workshop with stakeholders to discuss the draft report.		
Phase 3	30%	1month
Approval of final Feasibility Report	20%	
Submission of PowerPoint or audiovisual presentation of the Results	5%	
Project Closure meeting	5%	

9. MANAGEMENT ARRANGEMENTS

A programme steering committee has been put in place to manage the feasibility process.

The Programme steering committee is to report to the Departmental Innovation Steering Committee that will make the final recommendation on the feasibility of the programme.

9.1 Role of the Programme Steering Committee

The Programme Steering Committee's role is as follows:

- to approve the terms of reference for the Feasibility Study.
- to recommend to the bid adjudication committees service providers who pass the —functionality test.
- to review and approve the inception report.
- to agree on comments on the draft report.
- to approve the final feasibility report;
- to recommend approval of recommendations emerging from the final report

9.2 REPORTING ARRANGEMENTS

The programme steering committee will report to Ms. V. L. Mdletshe, Director: Empowerments Programmes.

10. THE PROPOSAL TO BE SUBMITTED

The service provider must submit a proposal that is in line with the proposed structure provided in this section. The proposal must include details of the Feasibility Study team.

Failure to adhere to this will lead to the disqualification of the service provider's bid

The service provider must provide the following:

1. *Understanding of the intervention and the TORs*
2. *Approach, design and methodology for the feasibility report (e.g. literature and documentation review, data collection, tools, sample, suggestions for elaboration or changes to scope and methodology as outlined in the TORs, examples of feasibility questions suggested, process elements)*
3. *Activity-based implementation plan (including effort for different researchers per activity and time frame linked to activities)*
4. *Activity-based budget (in South African Rand, including VAT)*
5. *Competence (include list of related projects undertaken of main contractor and subcontractors, making clear who did what, and contact people for references)*
6. *Team (team members, roles and level of effort)*
7. *Capacity development elements (building capacity of partner Departments and PDI/young evaluators)*
8. *Quality assurance plan (to ensure that the process and products are of good quality)*

Attachments

Example of a related feasibility study undertaken

CVs of key personnel

Completed supply chain forms, tax clearance etc.

10.1 FEASIBILITY STUDY TEAM

The proposal must provide details on the number of researchers expected to be part of the team, their areas of expertise including their respective responsibilities. The proposal must indicate how the service provider will include PDI's and young evaluators.

The feasibility study team will work with the Programme Steering Committee established by the Department.