



TENDER DOCUMENT

FOR

**INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR
THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE
EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF
THIRTY-SIX (36) MONTHS.**

BIDDER'S DISCIPLINE:

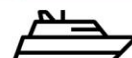
SCMU10- 2026/27-0006

Name of Tenderer

CSD number

Closing Date: 26 June 2026

Time: 11:00 am on eTender Portal (eSubmission)





CONTENTS

NUMBER	HEADING
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Evaluation Procedures
T1.4	Required Returnable documents for quality or functionality.
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.2	Contract Data
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Activity Schedule or Bills of Quantities
Part C3: Scope of Work	
C3	Scope of Work
C4	Site Information





T1.1 TENDER NOTICE AND INVITATION TO TENDER

A. TENDER INVITATION

TENDER NO.: SCMU10- 2026/27-0006

The Eastern Cape Department of Transport (EC DoT) hereby calls for Expression of Interest from suitably qualified and experienced service providers from the built environment professions to establish pre-approved panels of Professional Service Providers (PSPs) for infrastructure projects in the Eastern Cape to be utilised for a period of 36 months.

The following categories of professional service providers are invited:

MAJOR SERVICES

- Civil Engineers
- Structural Engineers

SPECIALIZED SERVICES:

- Transport planning
- Traffic Engineering
- Quantity Surveyors
- Geotechnical Engineers
- Environmental Consultants
- Construction Health and Safety Consultants.
- Architects
- Land Surveyors
- Town Planners
- Social Facilitation Services

MULTI- DISCIPLINARY SERVICES:

- **Civil Works** – Civil Engineering, Structural Engineering, Geotechnical Engineering, Land Surveyor, Environmental, Construction Health and Safety, Traffic Engineering and Social Facilitation.
- **Building Structures:** Architectural Services, Quantity Surveying Services, Civil/ Structure Engineering Services, Electrical Services, Mechanical Services, Town Planning Services, Land Surveyor Services, Construction Health and Safety Services, Social Facilitation Services.

Only PSP's/ consultants who are professionally registered with relevant professional bodies are eligible to submit expressions of interest. **Entities with multi disciplines must submit their bids individual bids under multi-disciplinary.** The qualified bidders will be classified according to CIDB grading range of minimum and maximum values of Construction works. The successful bidders will be classified by highest scoring points system as per the evidence submitted for evaluation.





B. TENDER EVALUATION

This tender will be evaluated in three (3) phases as follows:

Phase One: Compliance and responsiveness to the tender rules and conditions, thereafter

Phase Two: Tenderers passing Compliance will thereafter be evaluated on Eligibility

Phase three: tenderers passing eligibility will be evaluated on Functionality

The tender offer validity period is **90 calendar days**.

PHASE ONE - MANDATORY REQUIREMENTS/ MANDATORY RETURNABLE DOCUMENTS

1. Authority to Sign this Bid (for companies that have more than one Project manager)
2. Company Registration Documents (CIPC)
3. List of all shareholder's/Project managers with Original certified copies of their IDs (not older than 6 months from the tender closing date) Professional registration of the Project manager/s.
4. Fully completed and signed SBD Forms:
 - SBD1: Invitation to bid
 - SBD4: Bidder's Disclosure
 - SBD 6.1: Preference points claim form in terms of Preferential Procurement regulation 2022.
5. Confirmation of addendum (if applicable) and application of the instruction contained in the Addendum
6. The following returnable documents shall be submitted together with the tender documents. Validity of the documentation listed below will be verified at the time of award.
 - Proof of Central Supplier Database (CSD) registration report
 - Tax Compliance Letter with a unique pin.
 - Professional Indemnity will be verified based on the scope of the project advertised from the panel.
 - COIDA or FEM certificates.

PHASE TWO: ELIGIBILITY

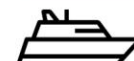
- All key personnel must be able to demonstrate their qualifications, relevant skills and experience of key project involvement
- All key personnel must submit their certified copies of qualifications, professional registration
- All key personnel must submit their detailed cv with the relevant experience and quantifiable experience.
- Company Experience: a minimum of 3 completed projects experience past 10 years and submit an appointment letter, referral letter and completion certificate)





PHASE THREE: FUNCTIONALITY CRITERIA

Major Services		
Key Person	Description	Points Allocation
Project Manager – Civil	(i) Must have BSc in Civil Engineering be a Professional Registered Engineer (Pr Eng) and must have ECSA registration, with 10 years of experience in designing roads upgrading proposals.	20
	(ii) Must have B-Tech degree in Civil Engineering be a Professional Registered Technologist (Pr Tech Eng) and must have ECSA registration, with 10 years of experience designing roads upgrading proposals.	15
Structural Engineer	(i) Must have BSc in Civil Engineering be a Professional Registered Engineer (Pr Eng) and must have ECSA registration, with 10 years of experience in designing roads upgrading proposals.	20
	(ii) Must have B-Tech degree in Civil Engineering be a Professional Registered Technologist (Pr Tech Eng) and must have ECSA registration, with 10 years of experience designing roads upgrading proposals.	15
Specialized Services		
Geotechnical Engineering - Project manager	(i) Must have BSc in Civil Engineering be a Professional Registered Geotechnical Specialist as Professional Engineer (Pr Eng) and must have ECSA registration or South African Council for Natural Science Profession (SACNASP) as Professional Geologist, with 10 years or more of experience as Geotechnical Engineer.	20
	(ii) Must have B-Tech degree in Civil Engineering be a Professional Registered Geotechnical Specialist as Professional Technologist (Pr Tech Eng) and must have ECSA registration or South African Council for Natural	15



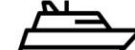
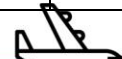


		Science Profession as Professional Geologist, with 10 years of experience or more as Geotechnical Technologist.	
Traffic Engineer	(i)	Must have MS in Civil Engineering be a Professional Registered Engineer (Pr Eng) and must have ECSA registration, with 10 years of experience as a Traffic Engineer.	15
	(ii)	Must have M-Tech degree in Civil Engineering be a Professional Registered Technologist (Pr Tech Eng) and must have ECSA registration, with 10 years of experience as a Traffic Engineer.	10
Transport Planner	(i)	Must have MS in Civil Engineering be a Professional Registered Engineer (Pr Eng) and must have ECSA registration, with 10 years of experience as a Transport Planner.	15
	(ii)	Must have M-Tech degree in Civil Engineering be a Professional Registered Technologist (Pr Tech Eng) and must have ECSA registration, with 10 years of experience as a Transport Planner.	10
Environmental Project manager	(i)	Must have BSc in Environmental Science studies is a professional registered Environmental Assessment Practitioner registered with EAPASA with minimum experience of 5 years in environmental projects.	15
	(ii)	Must have B-Tech in Environmental Science studies is a professional registered Environmental Assessment Practitioner registered with EAPASA with minimum experience of 5 years in environmental projects.	10
Architectural Project manager	(i)	Must have BSc in Civil Engineering be a Professional Registered Engineer (Pr Eng) and must have ECSA registration,	





	with 10 years of experience in designing roads upgrading proposals.	15
	(ii) Must have B-Tech degree in Civil Engineering be a Professional Registered Technologist (Pr Tech Eng) and must have ECSA registration, with 10 years of experience designing roads upgrading proposals.	10
Quantity Surveyors - Project Manager	(i) Must have BSc in Quantity Surveying be a Professional Registered Quantity Surveyor, registered with South African Council for Quantity Surveying Profession as Pr. QS, with minimum of 10 years' experience in multimillion projects.	15
	(ii) Must have B-Tech degree in Quantity Surveying be a Professional Registered Quantity Surveyor, registered with South African Council for Quantity Surveying Profession as Pr. QS, with minimum of 10 years' experience in multimillion projects.	10
Construction Health and Safety - Project Manager	(iii) Must have BSc in Safety Management or Built Environmental Studies be a professional that is registered with SACPCMP as Professional Health and Safety Agent (Pr. CHSA), with minimum of 5 years as a Construction Health and Safety Agent.	15
	(iv) Must have B-Tech degree in Civil Engineering studies be a professional that is registered with SACPCMP as Professional Construction Health and safety manager (CHSM), with minimum of 5 years as a Construction Health and Safety Manager.	10
Land Surveyors, Project Manager	(i) Must have BSc in Land Surveying be a Professional Registered Land Surveyor, registered with SAGC, with minimum 5 years of experience as a surveyor.	15





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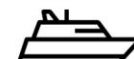
SCMU10- 2026/27-0006

	(ii) Must have B-Tech degree in Land Surveying and be a Professional Registered Land Surveyor, registered with SAGC, with minimum 5 years of experience as a surveyor.	10
Social Facilitator - Project Manager	(i) Must have BSc in Social Science / Development Studies and Project Management, with minimum of 5 years' experience as social facilitator in major projects.	10
	(ii) Must have B-tech in Social Science / Development Studies and Project Management, with minimum of 5 years' experience as social facilitator in major projects.	5
Multidisciplinary Services		
Civil Works & Building Works	All key personnel must have BSc or B-tech as minimum qualification, be registered on their relevant professional bodies and with minimum 10 years of experience in built environment.	
Company Experience	Completed projects more than five	30
	Completed four projects	20
	Completed three projects	10
SPECIFIC GOALS, (including Locality)		
	Black owned company	8
	Woman owned company	7
Locality	Office based within Eastern Cape, active registered company addresses will be verified on CSD.	5
	Office based outside of Eastern Cape within South African borders, active registered company addresses will be verified on CSD.	2

- A** Key personnel total points = 50
B Company Experience total points = 30
C Specific goals = (8 + 7) = 15
D Locality of firm's office/offices – total points = 5

TOTAL

NB: Only bidders who score 70 points as minimum functionality threshold will qualify to be in the Framework of consultants for a period of 36 months.





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SCMU10- 2026/27-0006

Tender documents must be downloaded from Eastern Cape Department of Transport website and National Treasury e-tender on the following link: www.ectransport.gov.za and www.treasury.gov.za

A Compulsory Briefing will be held at **11h00 on the 8 June 2026 at ERF 5000 basement, Department of Transport, Bisho.**

The briefing is mandatory, as non attendance will lead to your tender response being **disqualified**.

The completed bid documents must be submitted on eTender Publication Portal (eSubmission) not later than 11H00 on **26 June 2026**.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

A. TENDER SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications and other tender conditions and rules are detailed in the tender document under Tender Data

B. TENDER SUBMISSIONS:

Tender must be submitted in sealed envelopes clearly marked “Invitation to the built environment professionals for the establishment of a panel of consultants for the eastern cape department of transport for a period of thirty-six (36) months.

Must be deposited in the tender box, Ground floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William’s Town.

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Mr. P. Ngikashé

Tell: 067 419 8001

Email Address:

philasande.ngikashé@ectransport.gov.za

TECHNICAL ENQUIRIES

Mr. B. Madikana

Tell: 072 423 2760

Email Address:

bantu.madikana@ectransport.gov.za

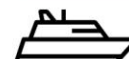
Fraud, Complaints & Tender Abuse Hotline: 0800 701 701





T1.2 TENDER DATA

CLAUSE NUMBER	CLAUSE
F.1.1	The employer is the Department of Transport - Eastern Cape Province
F.1.2	The Tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2.1 Tender data T1.2.2 Tender Evaluation T2.1 List of returnable documents T2.2 Tender schedules Part 1: Agreements and contract data C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site Information C4 Site Information
F.1.3.3	Add the following definition to Clause F.1.3.3: "g) Conditions of Tender means the Standard Conditions of Tender as amended in the Tender Data."
F.1.4	The employer's technical contact person: Name: Mr. B. Madikana Address: P/BAG X 0022 Bhisho 5605 Tel: 072 423 2760 E-mail: bantu.madikana@ectransport.gov.za
F.1.6	Add the following: " Entities with multi disciplines must submit individual bids per discipline ". The bidders who qualify to be in the panel will be categorised accordingly and separated as per the CIDB grading for construction works. Appointments for projects will be as and when required and will be dependent on project and budget availability. PSP's who qualify to be in the panel can be invited to respond to projects specific bidding for price and BBBEE in line with project scope, complexity and value in accordance with the Eastern Cape Department of Transport SCM Policy. A second appointment letter will be provided for actual allocation of works.





F.2.1

Add the following:

The Bid Offer will only be accepted if the Bidders has complied with the following:

Item	Description of Compulsory Returnable Documents
1	Authority to sign this Bid
2	Company Registration Documents (CIPC)
3	Professional Registrations of the key personnel in the Built Environment discipline
4	Fully completed and signed SBD forms • SBD 1: Invitation to Bid • SBD 4: Bidder's Disclosure • SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2023
5	Registration with Central Supplier Database (CSD)
6	The bidder must comply with F3.19 of the tender document.
7	The Bidder must have achieved the minimum of 70 points as detailed in the Evaluation Procedure.
8	Note the following: To obtain points for functionality, the following must be considered. a) For Civil Engineers, a Project manager is a Professional Registered Engineer (PrEng) or Technologist (Pr Tech Eng) and must have ECSA registration b) For Structural Engineering, a Project manager is Professional Registered Structural Engineer or Technologist as Pr. Eng or Pr Tech Eng and must have ECSA registration. c) For Architectural consultants, a project manager is professional registered architecture with the South African Council for Architectural Profession board (SACAP) as a Pr. arch or Pr. Tech Arch. d) For Geotechnical Engineering, a project manager is a professional registered geotechnical specialist registered as geotechnical engineer with ECSA, Professional Registered Structural Engineer or Technologist as Pr. Eng or Pr Tech Eng and must have ECSA registration. or with South African Council for Natural Science Professions (SACNASP) as professional Geologist. e) For Quantity Surveyors, a Project manager is a Professional Registered Quantity surveyor, registered with South African Council for Quantity Surveying Profession as Pr. QS. f) For Environmental Consultants, a Project manager is a professional registered Environmental Assessment Practitioner registered with EAPASA. g) For the Construction Health and Safety Consultants, a Project manager is a professional that is registered with SACPCMP as



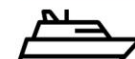


	Professional Construction Health and Safety Agent (Pr. CHSA) or Construction Health and safety manager (CHSM), or Construction Health and safety Officer (CHSO). h) For Land Surveyors, a project manager is a professional registered land surveyor registered with SAGC. i) For Town Planners, a project manager is a professional registered Town Planner registered with the South African Council for Planners (SACPLAN) as a Professional Town Planner. j) For social facilitators, a project manager is some key personnel with an NQF 7 in Public Administration or Public Management, or Community based projects. k) A key resource is defined as the key personnel within the employee of the company, with the required qualification, experience and registration in the required field, that will be responsible for executing and taking responsibility for the works as defined in the scope of works at the time of appointment.
F.2.2	Add the following to this Clause: “Accept that the employer will not compensate the tenderer for any costs incurred in attending tender briefings/ interviews in the office of the employer or the employer’s agent.”
F.2.3	Delete the wording “... and notify the employer of any discrepancy ...” and replace with: “.....and notify the employer’s agent of any discrepancy.....”
F.2.7	The arrangements for a compulsory clarification: The Compulsory briefing will be held on the 8 June 2026 in the following address: ERF 5000 basement, Department of Transport, Bisho.
F.2.11	Add the following to this Clause: “In order to correct any errors, or to make alterations, or in the event of a mistake having been made in the Pricing Data, it shall be neatly crossed out in non-erasable ink and all signatories to the tender offer shall initial such alterations.”
F.2.12	No alternative offer will be considered.
F.2.13.1 & F.2.13.3	The original and completed tender document (refer Clause F.1.2) shall be returned with all the required information supplied, duly completed in non-erasable ink and in all aspects. The Tender Document is not to be disassembled. Any additional Returns, CV’s etc. are to be submitted in a separate ring-bound document. The original tender offer shall be submitted without any copies.



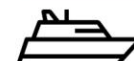


F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Ground Floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William's Town
F.2.13.6	A two-envelope procedure will not be followed.
F.2.13.9	Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted
F.2.15.1 & F.2.15.2	The closing date and time for submission of tender offers is 26 June 2026 at 11:00 am
F.2.16.1 & F.2.16.2	The tender offer validity period is 90 calendar days .
F.2.18	Project duration: 36 Months for Framework Contract.
F.2.23	The tenderer is required to submit with his tender /quotation all the documents, schedules and certificates as listed under Part 2 of the Tender Portion.
F.3.1.1	Amend the wording "five working days" to read "seven days." Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 16h30 and shall exclude Saturdays, Sundays and all gazetted public holidays.
F.3.2	Amend the wording "three days" to read "three working days."
F.3.4	The time and location for to submit tender documents are: eTender Publication Portal (eSubmission)
F.3.11.1	Tenders will be evaluated in terms of the specified in the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy. Quality / functionality / technical evaluation will be applicable please refer to T1.2 for details.
F.3.11.7	There will be no Financial Offer required on this stage of the tender. Refer to clause F.1.6.
F.3.13	Replace the entire contents of Clauses F.3.13.1 (e) and F.3.13.1(f) with the following: e) complies with all legal and statutory requirements. f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest. g) none of its Project managers or shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; h) has not: (i) abused the employer's Supply Chain Management System, or (ii) failed to perform on any previous contract and been served a written notice to this effect; i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the





	contract in the best interests of the employer or potentially compromise the tender process; j) has, in terms of the Construction Regulations (2014) and the Occupational Health and Safety Act 85 of 1993, the necessary competencies and resources to carry out the work safely; k) Has provided Authority of Signatory duly signed by Project manager /owner of the company. Add the following: “Acceptance of the tender offer will also be subject to the provisions of Clause F.1.6.”
F.3.17	The number of copies of the signed contract to be provided by the employer is one.
F.3.18	If the price/offer of the responsive bidder/s is believed to be 15% above the estimate the department, through its SCM Committees may negotiate the offer submitted by the bidder/s with the intention to come to a reasonable and acceptable offer. Bidder/s are not allowed to increase the tender offers during this process. This Clause will be applicable on the RFQ once the bidder has been qualified to be on the panel and called for submission based on the project scope and complexity. Refer to the clause F.1.6.
F.3.19	This Tender is also subject to the following conditions: ✓ The Department of Transport Supply Chain Management Policy will apply, ✓ The Department of Transport does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. ✓ Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will be eliminated. ✓ A valid Copy of Professional Registration certificate of the key personnel as per clause F.2.1 (8) (a-h) ✓ submitted with the tender document, failing which the tender will be eliminated. ✓ The bidder must submit award letter and positive reference letter as proof of all completed project(s) ✓ Prospective tenderers must register on CSD prior submitting tenders/tenders. ✓ Compulsory Enterprise Questionnaire must be completely filled and signed ✓ Declaration of Interest must be completely filled and signed, failing which the tender will be eliminated. ✓ CVs for everyone of proposed Project team with Qualifications must be attached ✓ Certified ID Copies of Project managers of the company must be submitted with the tender documents. ✓ Complete and signed SBD1, SBD 4, 6.1, must be submitted with the tender documents. ✓ Resolution to Sign must be completed in full or a separate page (resolution to signatory with a company letter head signed by all Project managers, witnessed and dated must be attached)





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SCMU10- 2026/27-0006

- | | |
|--|---|
| | <ul style="list-style-type: none">✓ The amount reflected on the form of offer and acceptance over any other total amount indicated elsewhere in tenderers tender submission. If the form of offer and acceptance has no value or figure, the tenderer will be regarded as having made no offer.✓ Negotiation: If the price/offer of the highest tenderer(s) is believed not to be reasonable, the department through its SCM committees may negotiate the offer submitted with the highest tenderer(s) with the intention to come to a reasonable and acceptable offer. Tenderers are not allowed to increase their offers during the process where there is no consensus with any of the preferred tenderers the client reserves the right to cancel the tender process.✓ Tender closing: It is the responsibility of the tenderers to ensure that the tender proposals are submitted before on or closing time and the correct location as the Department will not take responsibility for any wrong delivery. Tenderers who use courier services are responsible to ensure delivery is at the correct place / location and the time as the department will not be held responsible for wrong delivery. |
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T.1.3 EVALUATION PROCEDURES

Bid evaluation will be conducted as per the stages below:

Stage 1: Eligibility/ Quality of Bidders.

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to **disqualification**.

Table one (1) lists the compulsory returnable documents that shall be submitted by all biddersto be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 3 months from the closing date.

Table 1: List of Returnable Compulsory Documents

DESCRIPTION OF COMPULSORY RETURNABLE DOCUMENT
1. Authority to Sign this Bid
2. Company Registration Documents (CIPC)
3. List of all shareholder's/Project managers with Original certified copies of their IDs (no older than 6 months from the tender closing date)
4. Professional registration of the Project manager in the discipline
5. Fully completed and signed SBD Forms:
• SBD1: Invitation to bid
• SBD4: Declaration of interest
• SBD 6.1: Preference points claim form in terms of Preferential Procurement regulation 2022
6. Confirmation of Receipt of Addenda to Bid Documents and application of the instruction contained in the addenda (if applicable).

Stage 2: Evaluation of Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders who meet the threshold of **70%** and above the total functionality/quality points will be eligible to be in the Panel of Service providers.

Table two (2) below specifies in detail the functionality/technical criteria to be considered under the evaluation.

Table 2: Summary of Functionality / Quality Criteria

FUNCTIONALITY CRITERIA		POINTS ALLOCATION
A	Experience the company on projects not older than 10 years	30
B	Experience of Key assigned personnel more than 10 years of experience (Road works, structural works etc.)	50
C1	Black owned company	8
C2	Woman owned company	7
D	Locality of the firm's office	5
TOTAL POINTS		100





A. EVALUATION SCHEDULE: FIRM'S EXPERIENCE (40 points)

A.1 Relevant Experience of Construction Projects (25 points):

A schedule of **completed** contracts of diverse nature (of discipline bidding for) in relation to the built environment. The following details **must** be included in the schedule. **Appointment letters and completion certificates** must be included to score points for project being claimed for

- Full description of the project
- Service rendered (Stages involved)
- Name of Employer / client and their representative contact details
- Cost of the works
- Date of practical and/or final completion
- Duration of the project and start date.

A1 - EVALUATION SUB-CRITERIA: FIRM'S EXPERIENCE ON SIMILAR PROJECTS (25 POINTS)		
SUB CRITERIA	CATEGORY	POINTS AWARDED
Bidder has executed and completed no less than 5 projects from Stage 1 to 6 in the past 5 years and supported by contactable references	Very Good	25
Bidder has executed and completed at least 4 projects from Stage 1 to 6 in the past 5 years and supported by contactable references	Good	20
Bidder has executed and completed at least 2-3 projects from Stage 1 to 6 in the past 5 years and supported by contactable references	Fair	10
Bidder has executed and completed less than 1 project from Stage 1 to 6 in the past 5 years and supported by contactable references	Poor	5
No submission	Not submitted	0

A.2 Reference Form = (15 points)

The **Department of Transport Reference Form for Projects** listed that have been submitted as complete will be used to evaluate. The following details must be in the Department of Transport Reference Form: -

- Only fully signed and stamped forms by the client will be accepted;
- Clear client contact details are required.





A2 - EVALUATION SUB-CRITERIA: REFERENCE FORM (15 POINTS)		
SUB CRITERIA	CATEGORY	POINTS
Project A	Very Good (3), Good (2), Fair (1), Poor (0)	3
Project B	Very Good (3), Good (2), Fair (1), Poor (0)	3
Project C	Very Good (3), Good (2), Fair (1), Poor (0)	3
Project D	Very Good (3), Good (2), Fair (1), Poor (0)	3
Project E	Very Good (3), Good (2), Fair (1), Poor (0)	3
No submission		0

B. EVALUATION SCHEDULE: KEY PERSONNEL (45 points)

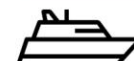
Provide information on the individuals with qualifications, skills and experience of at least one key resource:

- Relevant Qualifications (bidders are to include certified copies of the relevant qualifications of key individuals)
- Relevant registration with professional bodies (bidders are to include certified copies of the relevant registration certificates of individuals and certified ID Copies)
- Number of years of relevant experience in the industry **and** in the proposed role
- Detailed CVs for each member of the team noting their specific relevant project experience, project description, role and responsibility and project value.

B1. Evaluation sub-criteria: Professional Registration of key personnel (10 points)

NAME OF PROPOSED KEY PERSONNEL	PROFESSIONAL REGISTRATION (10 POINTS)		
	PROFESSIONAL (AS PER F.2.1.8A-8J)	PROFESSIONAL TECHNICIAN (AS PER F.2.1.8A-8J.)	NOT REGISTERED
1. Project manager	7	4	0
2. Key resource	3	1	0
Subtotal points	10	5	0

** Other disciplines do not have professional technicians and in that case the point allocation is expected to be full points or no point.





B2 - Qualifications of proposed key personnel (15 points)

NAME OF PROPOSED KEY PERSONNEL	QUALIFICATION WITHIN THE BUILT ENVIRONMENT PROFESSION (15 POINTS)			
	MASTER'S DEGREE (NQF L-8 OR ABOVE)	BACHELOR OF DEGREE (NQF L-7)	NATIONAL DIPLOMA (NQF L-6)	NOT SUBMITTED
1. Project manager	10	7	4	0
2. Key resource	5	3	2	0
Subtotal points	15	10	6	0

B3 - Evaluation sub-criteria: Experience of proposed key personnel (20 points)

NAME OF PROPOSED KEY PERSONNEL	EXPERIENCE OF PROPOSED KEY PERSONNEL (20 POINTS)			
	10 YEARS AND ABOVE	BETWEEN 7 - 9 YEARS	BETWEEN 5 - 6 YEARS	BETWEEN 1 - 4 YEARS
1. Project manager	10	7	5	3
2. Key Resource	10	7	5	3
Subtotal number of points	20	14	10	6

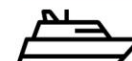
C. LOCALITY (15 POINTS)

Locality Points will be allocated for proof of local office operations in Eastern Cape. Verifiable Water, Electricity or Levy account in the name of the company/firm is required. A Lease Agreement accompanied by the Landlord's affidavit will also be considered. Failure to submit proof of locality will result in **zero points**.

CRITERIA	POINTS
Office based within Eastern Cape, active registered company addresses will be verified on CSD.	5
Office based outside of Eastern Cape within South African borders, active registered company addresses will be verified on CSD.	2
No office in the Eastern cape Province	0

D. PANEL QUALIFICATION

Only bidders who will obtain a threshold of **70% minimum** of the total functionality points will qualify to be in the framework for a period of 36 months.





E. FRAMEWORKS CATEGORY

Bidders who qualify for the Framework will be grouped as follows. The bidders who have scored minimum of 70 points for functionality criteria.

Group Number	DESCRIPTION	PROJECT VALUE
Group 1	In this group the PSP will be a service provider that has submitted five (5) projects of which 60% of those has a project value of R20000000.00 or above	R20000000.00 and above
Group 2	In this group the PSP will be a service provider that has submitted five (5) projects of less than a project value of R20000000.00	Less than R20000000.00





T1.4 REQUIRED RETURNABLE QUALITY /FUNCTIONALITY EVALUATION

DOCUMENTS

These documents are the supporting document to the evaluation procedures explained in T1.3 above. Failure to submit these documents will make the allocation of points difficult during the evaluation process. Please read and understand the required information in each of these returnable listed below.



T1.4. A1: FIRM'S EXPERIENCE ON EXECUTION OF PROJECTS

T1.4.A1.1: Firm's Experience on execution of projects

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 10 years. In support Bidders are to complete the “**Project Experience**” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates

PROJECT NAME	PROJECT DESCRIPTION	EMPLOYER DETAILS			PROJECT VALUE (Including VAT)	PSP FEES obtained for services	START DATE	COMPLETION DATE
		Name	Telephone	Email				
A								
B								
C								
D								
E								
F								
G								
H								
I								
J								



Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

T1.4. A1.2: Client reference letters

The Bidders shall provide Completed EC Department of Transport Reference Forms for at least FIVE (5) projects submitted above as complete. Only fully signed and stamped forms by the client will be accepted for point scoring.





T1.4. A1.2. A EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Previous Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME A:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client:

Professional Fees Amount:

Professional Role:

Initial Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:

Date:

STAMP:





T1.4. A1.2. B EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Previous Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME B:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client:

Professional Fees Amount:

Professional Role:

Initial Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:

Date:

STAMP





T1.4.A1.2.C EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Previous Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME C:

Type of Project, e.g.:

.....
(New school, renovation of clinic, general scope, etc.)

Client:

Professional Fees Amount:

Professional Role:

Initial Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Client's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature :

Date:

STAMP





T1.4. A1.2. D EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Previous Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME D:

Type of Project, e.g.:

.....
(New school, renovation of clinic, general scope, etc.)

Client:

Professional Fees Amount:

Professional Role:

Initial Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Client's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:

Date:

STAMP





T1.4 A1.2.E EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Previous Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME E:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client:

Professional Fees Amount:

Professional Role:

Initial Contract Duration:

Actual Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:

Date:

STAMP





T1.4.B1 EVALUATION SCHEDULE: KEY PERSONNEL ASSIGNED TO THE WORK

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual. **Failure to attach them will result in a zero score.**

The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Key Person Name	Proposed Function	Professional Registration	Years of Experience
1.				
2.				
3.				
4.				





Province of the
EASTERN CAPE
TRANSPORT

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PROFESSIONALS FOR THE ESTABLISHMENT OF
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CAPE DEPARTMENT OF TRANSPORT FOR A
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SCMU10-2026/27-0006

T1.4.B1.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL – PROJECT MANAGER

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: –
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER





SCMU10-2026/27-0006

(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

INCUMBANT'S IDENTITY NUMBER



T1.4.B3: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

PROJECT TEAM CVS

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector; and
- 3) Professional registration with a professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of postgraduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work (professional services as per discipline under consideration)

The scoring of the experience of key staff will be as detailed in T1.2.3 above.

I, the undersigned, who warrants that I am duly authorized to do so on behalf of the enterprise, confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief, both true and correct.

Signed

Date

Name

Position

Bidder

(The CVs, certified copies, not older than 6 months, of qualifications and professional registration of the above personnel to be attached here).



T1.4.C LOCALITY OF FIRM'S OFFICES

The Bidder shall attach proof of a local office such as invoices for municipal rates or a signed lease agreement with the landlord.

Failure to attach this proof (any of the two documents) will lead to a conclusion that the Bidder does not have an office in the Eastern Cape Province where the projects will be implemented.



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Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching, to the returnable schedule, on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. If the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out authority for signatory.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

EXAMPLE BELOW:

By resolution of the board of directors passed at a meeting held on

Mr/Ms

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for **SCMU10-26/27-0006** and any contract that may arise therefrom on behalf of

.....
(name of tenderer in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

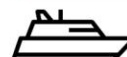
SIGNATURE

SIGNATURE

.....
NAME (PRINT)

.....
NAME (PRINT)

SIGNED BY TENDERER:





B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

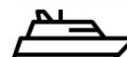
Tax reference number

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

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





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

SIGNED BY TENDERER:.....



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A: RECORD OF THE ADDENDA TO TENDER

We confirm that the following communications received from the Employer before the submission of this tender/ quotation offer, amending the tender/ quotation documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

SIGNED BY TENDERER:.....





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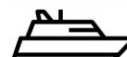
INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

SBD1

B: INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
TENDER NUMBER:	SCMU10-26/27-0006	CLOSING DATE:	26 June 2026	CLOSING TIME:	11:00 am
DESCRIPTION	INVITATION TO BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)					
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT					
eTender Publication Portal (eSubmission)					
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
TELEPHONE NUMBER					
CELLPHONE NUMBER	CODE		NUMBER		
FACSIMILE NUMBER					
E-MAIL ADDRESS	CODE		NUMBER		
VAT REGISTRATION NUMBER					
	TCS PIN:		O R	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[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 BELOW]





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

SIGNATURE OF TENDERDER		DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this is tender; e.g. resolution of Project managers, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL TENDER PRICE (ALL INCLUSIVE)	
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
CONTACT PERSON (SCM)	Mr. P. Nqikashe	CONTACT PERSON	Mr. B. Madikana
TELEPHONE No.	067 419 8001	TELEPHONE No.	072 423 2760
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	philasande.nqikash@ectransport.gov.za	E- MAIL ADDRESS	Bantu.madikana@ectransport.gov.za

1. TENDER SUBMISSION

- 1.1. TENDERS MUST BE DELIVERED BY THE STIIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION
- 1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT BE RE-TYPED), OR ONLINE
- 1.3. TENDERDERS MUST REGISTER O THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY:(BUSINESS REGISTRATION/PROJECT MANAGERSHIP/MEMBERSHIP/IDENTITY NUMBER; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERDING ISTITION
- 1.4. WHERE A TENDERDER IS NOT REGISTERED ON CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/PROJECT MANAGERSHIP/MEMBERSHIP/IDENTITY NUMBER; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-B-BBEE MUST BE SUBMITTED TO TENDERDING INSTITUTION.
- 1.5. THIS TENDER 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 LEGISLATION OR SPECIAL CONDITIONS OF COTRACT.

2.TAX COMPLIANCE REQUIREMENTS





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

- 2.1. TENDERDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATION
- 2.2. TENDERDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING, IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WW.SARS.GOV.ZA
- 2.4. TENDERDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER
- 2.5. IN TENDERS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6. WHERE ON TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED

3 QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIES

- 3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ Yes ☐ No
- 3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA? ☐ Yes ☐ No
- 3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ Yes ☐ No
- 3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ Yes ☐ No

IF THE ANSWER IS NO TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE

SIGNED BY TENDERER:





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?

YES/NO

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.

Full Name	Identity Number	Name of State institution





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SIGNED BY TENDERER:





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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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





2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

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

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 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 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 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 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 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.)





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
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)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

4.6. 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]

4.7. 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;





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....





1.2 Contract Data for CIDB Standard Professional Services Contract

The Standard Professional Services Contract (second edition, September, 2005) published by the Construction Industry Development Board, are applicable to this contract.	
Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za	
Part 1: Contract Data completed by the Employer	
Clause	
	The Employer is the Department of Transport - Eastern Cape Province
	The Authorized and designated representative of the Employer is: Name: Mr B. Madikana Address: P/BAG X 0022 BISHO 5605 Tel: 072 423 2760 E-mail: Bantu.Madikana@ectransport.gov.za
1	The Project is the provision of "INVITATION TO BUILT ENVIRONMENT PROFESSIONALS FOR THE ESTABLISHMENT OF A PANEL OF CONSULTANTS FOR THE EASTERN CAPE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS"
2	The period of performance will be determined from the approved project scope and plans.
3.1	The location of the performance of the contract is in BHISHO
3.2	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
4.	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule
5	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
6	The Service Provider is to commence the performance of the Services within 5 Days of date that the Contract becomes effective
7	The period of suspension under clause 8.5 is not to exceed 3 months
8	Copyright of documents prepared for this project shall be vested with the Employer
9	Interim settlement of disputes is to be by mediation
10	The alternative dispute settlement will be by Litigation
11	In the event that the two parties fail to agree on a mediator, the mediator is nominated by the CIDB
12	In the event that the two parties fail to agree on an arbitrator, the arbitrator is nominated by the CIDB
13	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of
14	The provisions of 13.6 do not apply to the Contract
15	The interest will be prime interest rate of the Employer's bank at the time that the amount is due.





Province of the
EASTERN CAPE
TRANSPORT

INVITATION TO THE BUILT ENVIRONMENT
PROFESSIONALS FOR THE ESTABLISHMENT OF
A PANEL OF CONSULTANTS FOR THE EASTERN
CAPE DEPARTMENT OF TRANSPORT FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.

SCMU10-2026/27-0006

Part 2: Contract Data provided by the Service Provider.....

1	The Professional Service Provider is:..... Address:..... Telephone:..... Facsimile:.....
5.3	The Authorized and designated representative of the Service Provider is: Name: The Address for recipient of communication is: Address..... Telephone:..... Facsimile:.....





C1.3. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties





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 tendering documents for the receipt of tenders.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, 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 provider 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 the 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 provider 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 markets 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 provider and not involving the provider'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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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 provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 tender will be manufactured.
- 1.17 **“Local content”** means that portion of the tendering 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 tendering 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the tendering 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 tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender are usually published in locally distributed news media and in the institution's website.





4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success tenderer 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 provider'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 tender 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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-tender testing will be for the account of the tenderer.
- 8.2 If it is a tender 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 tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tender 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 clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

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





- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:





- a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) 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 provider 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
- 15.2 unless provided otherwise in the contract. The provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.3 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.
- 15.4 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.5 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader
- 16.5 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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





18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.4 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 provider'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 provider.





23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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, a sum of R500.00 as a penalty, which is calculated on the delivered price of the delayed good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 When, after the date of tender, 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.





27. Termination for Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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





32. Notices

- 32.1 Every written acceptance of a tender shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 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.

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

