transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

BID NUMBER:	**DOT/03/2024/CA**
DESCRIPTION:	**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER/CONSULTANT TO CONDUCT A REVIEW OF THE NATIONAL CIVIL AVIATION TRANSFORMATION STRATEGY (NCATS) FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 18 MONTHS.**
CLOSING TIME:	**11:00 AM**
CLOSING DATE:	**21 FEBRUARY 2025**
BRIEFING SESSION:	**Virtually Briefing** **Date: 29 January 2025** **Time: 10:00** **Virtually Meeting** Link Virtually Meeting ID: 359 901 607 230 Passcode: dE6DX2gY
VALIDITY PERIOD:	**120 DAYS**

INFORMATION TO BIDDERS

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc	Title	Type	Purpose
1	Information to Bidders	PDF	For Information
2	Bidder Checklist	MS Word	• To be printed, filled in full and signed. • Technical Envelope.
3	Terms of Reference	PDF	• Functionality Requirements
4	SBD 1 – Invitation to bid	PDF	• To be printed, filled in full and signed. • Technical Envelope.
5	• SBD 2 – Tax clearance certificate requirements. • CSD report/ SARS pin number/MAAA registration number. • ID copies	PDF	• Tax Clearance Certificate to be submitted for screening purposes. • Provide CSD number /SARS pin/ • ID copies of shareholder/s or Directors of the company to be submitted for screening purposes • Technical Envelope.
6	SBD 4 – Bidder's Disclosure	PDF	• To be printed, filled in full and signed. • Technical Envelope
7	General Conditions of Contract	PDF	• To be printed, filled in full and signed. • Technical Envelope
8	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal.	PDF	• Information requirement for compliance • To be printed, filled in full and signed. • Financial Envelope.
9	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	• To be printed, filled in full and signed. • Financial Envelope.
10	CV templates for positions indicated in the TOR as **Annexure A**	MS Word	• For completion in the MS Word Form as provided. • Technical Envelope.
11	Pricing template as indicated in the TOR as **Annexure B**	MS Word/Excel	• For completion in the MS Word/Excel Form as provided. • Financial Envelope.

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

This bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

2.1 COMPLETION AND FORMAT OF BID PROPOSALS

a. Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.

b. Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

2.2 CLARIFICATIONS

a. Requests for clarification must be made in writing by e-mail to tenders@dot.gov.za.
b. Requests for clarification shall be accepted by the DOT up until 19 February 2025.
c. The submission bid number [DOT/03/2024/CA] should be included in the subject line of the email.
d. No telephonic requests for clarification shall be entertained.
e. The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.

3. EVALUATION PROCESS

The evaluation process comprises of the following stages:

3.1 STAGE 1: Mandatory and Administrative compliance process

a. Bidders must submit all Standard Bidding Documents (SBD), as outlined in the TOR. The SBD forms must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.
b. For bids that include mandatory requirements as listed in the Terms of Reference, non-compliance will lead to disqualification.

3.2 STAGE 2: Functionality evaluation - Desktop

a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).
b. Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.
c. Bidders need not rate themselves but to ensure that all information is submitted as required.

3.3 STAGE 3: Functionality evaluation – Interview/site visit/demo

The DOT shall invite bidders who score a minimum threshold of **xx% and above** for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference. Bidders who are successful in meeting the functionality threshold of xx% during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

3.4 STAGE 3: Preferential Procurement Regulation (PPR), 2022

The applicable formula (80/20) will be utilised to award the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the TOR.

4. SCORING METHODOLOGY

4.1 Each BEC member shall score each individual criterion on the score sheet/system using the values: 0-5 as detailed in the TOR scoring criteria.

4.2 Individual value scores of BEC members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidders that have met or exceeded the minimum threshold as specified above will be considered for further evaluation (PPR 2022).

5. MANDATORY REQUIREMENTS

NB: Failure to comply with this bid requirements as stated in the attached Terms of Reference (TOR) will be disqualified.

6. TAX CLEARANCE CERTIFICATE

6.1 Bidder's tax matters must be compliant at the time of award.

6.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters. Failure to remedy this may invalidate the bid.

7. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

8. CLIENT BASE

The DOT reserves the right to contact references during the evaluation and adjudication process to obtain information.

9. LEGAL IMPLICATIONS

Successful bidder/s must be prepared to enter into a contract with the DOT.

10. COMMUNICATION

Supply Chain Management (SCM) within the DOT shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

12. PROHIBITION OF RESTRICTIVE PRACTICES

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

a. directly or indirectly fixing a purchase or selling price or any other trading condition;
b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
c. collusive bidding.

12.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

13. FRONTING

13.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.

13.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter formal contract with the DOT.

15. PACKAGING OF THE SUBMISSION

The bidder shall place both the sealed Technical/ Functionality Proposal and Price Schedule (3.3)/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as indicated below:

ENVELOPE NO.1: FUNCTIONALITY PROPOSAL

BID DESCRIPTION:	
BID No:	DOT/03/2024/CA
Submission closing date:	21 February 2025
Submission closing time:	11:00
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

ENVELOPE NO.2: PRICE SCHEDULE / FINANCIAL PROPOSAL (SBD 3.3)

BID DESCRIPTION:	
BID No:	DOT/03/2024/CA
Submission closing date:	21 February 2025
Submission closing time:	11:00
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

NB: In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed.

16. CONTACT DETAILS

Physical address: Forum building, 159 Struben Street, Pretoria

National Department of Transport

Private Bag X193, Pretoria, 0001

For any enquiries, email: tenders@dot.gov.za

ANNEXTURE A

TECHNICAL PROPOSAL

CHECKLIST:DOT/03/2024/CA: THE APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO CONDUCT A REVIEW OF THE NATIONAL CIVIL AVIATION TRANSFORMATION STRATEGY (NCATS) FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 18 MONTHS.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be **deposited in the Tender Box before the closing date and time**?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official **complete and sign the SBD 1 Form**?		
3	Did you submit an **original and valid Tax Clearance Certificate**? In bids where consortia/joint venture/sub-contractors are involved; **each party must submit a separate Tax Clearance Certificate** (paragraph 4 of the SBD 2 form)		
4	Please note that **SBD 1** must form part of the Technical proposal. (**The envelope must be marked Technical proposal)**		
6	Is the **SBD 6.1 Form completed and signed**? In bids where consortia /joint ventures sub-contractors are involved, **both parties must submit one B-BBEE Status Level Verification Certificate.**		
7	Have you taken note of the General Conditions of Contract and **signed** the bottom of each page thereof?		
8	**Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?**		
9	**Please note that late bids will not be considered.**		
10	**Updated CSD report must be attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?**		

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

.... **Signature**

.... **Date**

.... **Position**

.... **Name of Bidder**

DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: ....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ....

2.4 Company Registration Number: ....

2.5 Tax Reference Number: ....

2.6 VAT Registration Number: ....

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

[1]"State" means –

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

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

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

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

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

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

……………………………………………………………………………
……………………………………………………………………………
……………………………………………………………………………

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

2.8.1 If so, furnish particulars:
…………………………………………………………………………
…………………………………………………………………………
…………………………………………………………………………

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

2.9.1 If so, furnish particulars.
…………………………………………………………………

…………………………………………………………………

…………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

…………………………………………………………………

…………………………………………………………………

…………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………

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

…………………………………	………………………………………………
Signature	Date
…………………………………	………………………………………………
Position	Name of bidder

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

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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) 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	**or**	**90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)		8		
Women		4		
Youth		4		
People with disabilities		2		
Implementation of RDP goals (The promotion of SMMEs)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

	…………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO CONDUCT A REVIEW OF THE NATIONAL CIVIL AVIATION TRANSFORMATION STRATEGY (NCATS) FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 18 MONTHS.

DOT/03/2024/CA

CONTACT DETAILS

ADMINISTRATIVE CONTACT	TECHNICAL CONTACT
Bidding Office	**Project Manager**
Name:	**Name:** Ms Yolande Pillay
Directorate: Supply Chain Management	**Directorate:** Aviation Industry Development @ Airfreight
Tel:	**Tel:** 012 309 3258
E-mail:	**E-mail:** **PillayY**@dot.gov.za

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Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO CONDUCT A REVIEW OF THE NATIONAL CIVIL AVIATION TRANSFORMATION STRATEGY FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 18 MONTHS

BACKGROUND

1.1 Aviation is one of the most important global industries which connect people, cultures and businesses across continents. It provides the only rapid worldwide transportation network, which makes it essential for global leisure and business to be realised. In terms of economic growth, it creates jobs, and facilitates international trade and tourism.

1.2 The primary purpose of the Branch: Civil Aviation within the Department of Transport (DOT) is to facilitate the development of an economically viable air transport industry that is safe, secure, efficient, environmentally friendly and compliant with international standards through regulations and investigations, and to oversee aviation public entities.

1.3 In order to achieve the above purpose, the aviation sector needs competent skilled individuals. However, the shortages of critical aviation skills exasperated by the historical exclusion of women, youth, people with disabilities, and the black majority has added to the slow pace of transformation in the country.

1.4 Furthermore, the development of the National Civil Aviation Transformation Strategy (NCATS) was one of the outputs aimed at responding to the Portfolio Committee on Transport's (PCOT) directive issued to the DOT in March 2013. This was to lead transformation of the aviation industry with a view to, amongst others, finding remedial action to the under supply of cockpit crews as was revealed by the audited statistics that the South African Civil Aviation Authority (SACAA) released in 2013/2014 financial year (FY).

1.5 The first step in responding to this directive entailed the DOT led roadshow, which targeted key aviation industry role players. Through this exercise, the DOT sought to ascertain the status quo of aviation transformation programmes, including best practices registered as well as to understand challenges being faced. This culminated in the inaugural Aviation Industry Transformation Letsema of August 2013 or "the Letsema I of 2013". The latter has become a ready platform for engaging in frank dialogue and generating practical solution concepts aimed at addressing the lethargic pace of transformation in the aviation industry. Its outcome was the buy-in of the aviation industry in respect of collective ownership of the transformation processes and adoption of the aviation industry-wide action agenda.

1.6 Thereafter, the next step was to solicit political buy-in into the aviation transformation agenda as recommended at the Letsema I of 2013. This was prompted by the fact that previous efforts with respect to aviation transformation have either been implemented in piecemeal style or not sustained. This underlined the compelling and urgent need to think creatively and innovatively, on the one hand, and to mobilise political will and coordinated action to ensure the necessary momentum, on the other. In this regard, the Letsema II: Ministerial Roundtable on Aviation Transformation was convened in August 2014 as a direct follow-up to the Letsema I of 2013 to fulfill this undertaking.

1.7 In translating the Letsema's resolutions into action, the South African Civil Aviation Authority (SACAA) was delegated to develop the NCATS. Its objective was to set a vision for a transformed aviation industry that South Africa needs in order to meet its developmental goals into the future plus an action plan that makes pronouncements on the trajectory aviation transformation agenda in the country should take complete with smart targets.

1.8 In September 2015, the SACAA submitted a draft NCATS to the DOT for consideration. The project was subsequently transferred from SACAA to the Department. This paved way of ensuring that scope of the draft NCATS document is expanded beyond the discourse of pilots, wherein, it includes other aviation critical and scarce skills, and enterprise development. In addition, it made reference to the levers at the disposal of the DOT that impact on the aviation transformation agenda.

1.9 In taking the process forward, during the 2017/18 financial year (FY) the DOT's Branch: Civil Aviation embarked on an exercise of expanding the scope of NCATS, and improving, updating, and editing the NCATS to the current state of the document. During the same FY, the NCATS received the Director-Generals Cluster endorsement. It was also forwarded to the then Minister of Transport, Dr Bonginkosi Nzimande, for presentation to Cabinet. However, NCATS did not proceed to Cabinet as Ministerial direction was given to engage with South African Air Force (SAAF) to define their role in the development and training of pilots. By the end of the 2018/19 FY, the Branch: Civil Aviation had successfully convened four engagements with SAAF.

1.10 The National Civil Aviation Policy (NCAP) of 2017 elaborate that the under supply of previously disadvantaged individuals (PDIs) with critical and scarce skills remains a glaring challenge that needs strategic intervention. The collaborative efforts of the aviation industry to promote aviation as a career of choice amongst learners prioritizing peri-urban and rural areas has not yielded a desired impact. This indicates that there are a number of factors inhibiting transformation of the sector, including lack of funding, lack of complete and reliable information on aviation careers, and barriers to market entry for PDIs.

1.11 The National Development Plan (NDP) aims to eliminate poverty and reduce inequality by 2030. South Africa can realise these goals by drawing on the energies of its people, growing an inclusive economy, building capabilities, enhancing the capacity of the state, and promoting leadership and partnerships throughout society.

1.12 In light of these facts, the Branch: Civil Aviation requires the assistance of a service provider to review, update, edit, and improve the NCATS further with respect to content and statistics, and align it to topical conversations, trends, and developments in the aviation industry. This will ensure that the NCATS document becomes a sound practicable and sustainable document which will provide levers for responding to present challenges by accelerating and enhancing the South African aviation industry transformation agenda into the future.

1.13 Since the drafting of the NCATS in 2018, there have been a number of milestone resolutions and targets in the aviation fraternity and it is imperative that the NCATS be aligned to them and define in clear terms how South Africa intends to contribute towards the achievement of those resolutions and targets This would include but not limited to the following:

- International Civil Aviation Organization (ICAO) Assembly Resolution: A39-30, ICAO Gender Equality Programme promoting the participation of women in the global aviation sector
- ICAO Assembly Resolution: A39-29, Next Generation of Aviation Professionals (NGAP)
- ICAO Assembly Resolution: A39-25, Aviation's contribution towards the United Nations (UN) 2030 Agenda for Sustainable Development
- The aviation landscape post the profound effects of the Covid-19 pandemic
- Gender-based violence in the aviation sector
- 4th industrial revolution
- ICAO environmental protection initiatives

2. SCOPE OF WORK

2.1. GOAL

2.1.1 To review the NCATS to ensure that it is aligned with the trends in the global aviation industry and the desired end state of the civil aviation policy in the country.

2.2. OBJECTIVES (SCOPE OF WORK)

The service provider will be expected to render the following services:

2.2.1 Produce an Inception Report that affirms the project brief and outlines the agreed upon timeframes, detailed stakeholder engagement strategy/plan, assistance required, and any other relevant information.

2.2.2 Produce a research report providing the current situational analysis in South Africa with regards to aviation diversity, equity and inclusion (human resource management, value chain and socio-economic development).

2.2.3 Finalise the development of the NCATS by reviewing, editing, improving, and updating of the content and statistics, and filling the systematic gaps.

2.2.4 The scope of work should focus on the imperative issues of transformation such as (but not limited to):

a) Identification of gaps with respect to anchoring the draft NCATS document within the aviation transformation agenda of Government and related national priorities;

b) Alignment of NCATS with the National Development Plan (NDP) 2030 objectives and relevant chapters, Broad-Based BEE Act, Preferential Procurement Policy Framework Act, Employment Equity Act, Skills Development Act, National Civil Aviation Policy (NCAP), and any other relevant government frameworks.

c) Alignment of NCATS with the milestone targets in the aviation industry, domestic and international, such as (but not limited to):

- International Civil Aviation Organization (ICAO) Assembly Resolution: A39-30, ICAO Gender Equality Programme promoting the participation of women in the global aviation sector.
- ICAO Assembly Resolution: A39-29, Next Generation of Aviation Professionals (NGAP). ICAO Assembly Resolution: A39-25, Aviation's contribution towards the United Nations (UN) 2030 Agenda for Sustainable Development.
- The aviation landscape post the profound effects of the Covid-19 pandemic.
- Gender based violence in the aviation sector.
- Fourth Industrial Revolution (4IR).
- Reviewed draft National Civil Aviation Policy.
- ICAO environmental protection initiatives and long-term aspirational goals, such as sustainable aviation fuels, clean energy and carbon offsetting reduction scheme for international aviation (CORSIA), green airports.

d) Explore aviation transformation in relation to devastating impact of Covid-19, for example (but not limited):

- Impact and opportunities of Covid-19 on aviation transformation.
- Acceleration of aviation transformation for a Post-Covid-19 aviation industry.

e) Investigate the types of varied aviation transformation programmes currently in existence, propose integrated implementation framework for industry.

f) Investigate funding models appropriate for acceleration of transformation in relation to strategic human resource development goals to drive skills development targets and support for small, medium, and micro enterprises (SMMEs) initiatives.

g) Conduct a rapid cost benefit analysis exercise to gauge the benefits that could accrue to the aviation industry by planning and implementing the transformation agenda.

h) Determine and align to the aviation industry global trends.

2.2.5 Interact with the DOT, other Government Departments, State Owned Companies (SOCs), Airlines, General Aviation, Approved Maintenance Organisations (AMOs), Maintenance, Repairs and Overhaul (MRO) Companies, Aviation Training Institutions, Aviation Associations, South African Air Force (SAAF), and any other relevant person or organisations as may be required, in order to complete the consultation processes for adoption of the NCATS.

2.2.6 Work closely with the members of the Project Steering Committee led by the Directorate: Aviation Industry Development and Airfreight on behalf of the DOT.

2.2.7 Incorporate all inputs and edit the final draft NCATS and submit to the DOT for consideration.

2.2.8 Provide assistance to the DOT in incorporating public feedback/inputs/comments into the strategy subsequent to its gazetting.

2.2.9 Assist the Department with the Socio-Economic Impact Assessment System (SEIAS) and the Cost Benefit Analysis thereof.

2.2.10 Development of implementation plan entailing clear targets and timelines, guided by initiative identified in the NCATS which are meant for transformation of the aviation industry in South Africa. The proposed initiatives will be implemented within a period of 5 years with clear key activities, outcomes and milestones.

2.3 DELIVERABLES

The appointed service provider will be required to:

2.3.1 Produce an Inception Report, including the detailed timeframes, stakeholder engagement plan/strategy and any other relevant information.

2.3.2 Produce a research report providing the current situational analysis in South Africa with regard to aviation diversity, equity and inclusion (human resource management, value chain and socio-economic development).

2.3.3 Produce a sound National Civil Aviation Transformation Strategy document.

2.3.4 Develop a detailed Implementation Plan with clear targets and timelines.

2.3.5 Lead content development and present reports to the DOT, consult Industry forums, and others relevant structures when required.

2.3.6 Arrange and facilitate a national consultative workshop/s with industry stakeholders.

2.3.7 Assist the DOT with the SEAIS 2 and the cost-benefit analysis.

2.3.8 Develop the proposed suitable format / layout draft final of the National Civil Aviation Transformation Strategy for South Africa and submit electronically in Microsoft Word format together with a PowerPoint presentation, and Annexures to the Department.

Linked to the scope of work in paragraph 2.3 above, the deliverables of the project and timeframes are as follows:

Item No	Deliverables	Timeframes from signing of contract
1a.	Produce an Inception Report including the detailed timeframes, stakeholder engagement plan/strategy, and any other relevant information.	1 month from the date of signing the contract.
1b.	Produce detailed industry research report on the current aviation transformation landscape.	Within 3 months
2.	Provide monthly progress reports on stakeholder consultations and consultations with other relevant structures/organisations.	Continuous basis
3.	Comprehensive report on Stakeholder engagements/ consultations	Month 4
4.	Convene and facilitate a National Consultative workshop/s with relevant stakeholders and provide a report on the workshop.	Month 7
5.	Report on skills transfer plan	Quarterly
6.	Final draft a sound reviewed National Civil Aviation Transformation Strategy document for South Africa and submit the final draft(s) electronically in Microsoft Word format together with a PowerPoint presentation, and Annexures to the Department.	Month 18
7.	Report on the incorporation of feedback from public subsequent to the gazetting of the strategy.	After gazetting

2.4. Company experience/ DOT's Expectation

2.4.1 The Department of Transport (DOT) would prefer that the company possesses experience in the transport sector, particularly in aviation, with a demonstrated ability to develop effective strategies and comprehensive plans tailored to the industry's unique challenges.

2.4.2 The ideal team should have knowledge of the aviation and transport value chain and dynamics, as well as expertise in transformation and diversity. Furthermore, an understanding of the public sector is essential, including insights into its composition, functions, trends, and developments. Other experience required include (but not limited to) strong aviation and transport knowledge, strategy and macro sectoral plans development, legislative drafting, legal/economic analysis, communication skills, report writing skills, and project management.

EVALUATION

3.1. STAGE 1: MANDATORY REQUIREMENTS

3.1.1 **Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

3.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

3.1.5 Compliance should remain valid for the duration of the contract.

3.1.6 Bidders are required to attend virtual briefing sessions.

3.1.7 MANDATORY REQUIREMENTS AND DISQUALIFICATION

OUTRIGHT DISQUALIFICATION
Non-compliance with 2 envelopes. The DOT follows a two envelope system in which the technical proposal is separate from the pricing proposal. Unsealed/Accessible pricing info at onset of process, is deemed non-compliant.
Envelopes not clearly marked as Technical and Financial
Financials/Costing disclosed in technical proposal
All SBD's not submitted The DOT cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant. Omission of some may be deemed administrative.
Non-responsive proposal When no proposal is submitted to evaluate (eg only SBD documents and/or price submitted for bid evaluated on functionality)
Late bid A bid submitted after the closing date and time.
Non-attendance of compulsory briefing session

3.2. STAGE 2: FUNCTIONAL EVALUATION CRITERIA

3.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

3.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

3.2.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

3.2.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

3.2.5 The Bids that fail to achieve a minimum of **95** points out of **135** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

3.3. EVALUATION CRITERIA

SCORING CRITERION	WEIGHT	SCORING
Company experience: Provide reference letters of similar projects conducted, with contactable references. The letters must include the duration and the successful completion of the project/s. Companies will solely be scored/evaluated on the reference letters. If no reference letters are attached, the company will be assigned a zero.	**5**	**0=** No reference letter. **1=** 1 reference letter with a similar project conducted and completed. **3=** 2 reference letters with two similar projects conducted and completed. **5=** 3 reference letters with similar projects conducted and completed.
Project Leader: Overall Technical Competency of the **Project Leader**, who should have the following qualification and experience: **Qualification:** Must have a minimum of a diploma or degree in project management/ Transport Economics. No relevant qualification will be rated a zero, irrespective of experience level. **Experience:** Project management coupled with experience in Government frameworks development.	**20**	**0=** No relevant experience and qualification. **5=** less than 6 years of relevant experience and qualification. **12=** 6 to 9 years of relevant experience and qualification. **16=** 6 to 9 years of relevant experience and qualification. Plus transport sector and aviation knowledge and experience **20=** more than 9 years of relevant experience and qualification. Plus transport sector and aviation knowledge and experience

<table>
<tr><th>SCORING CRITERION</th><th>WEIGHT</th><th>SCORING</th></tr>
<tr><td>The Project Team should have the following qualifications and experience:

Qualification:
Must have a minimum of a diploma or degree in Transport management/ Transport Economics/ Human Resource Management / Strategic Management / Public Administration/ Project Management.

No relevant qualification will be rated a zero, irrespective of experience level.
Experience:

(a) Transport economics. Weight = 15
(b) Public administration. Weight = 15
(c) Strategy management and development. Weight = 10
(d) Project management. Weight = 5
(e) Human resource management. Weight = 5
(f) Economic and data analysis. Weight = 5
(g) Legislative drafting. Weight = 5
(h) Research. Weight = 10
(i) Sector specific experience. Weight =10

NB:
• Bidders must provide CVs with certified copies of qualifications.
• The weights will be calculated on the weighted average, if multiple team members are allocated in a specific competency.

• Minimum size of team must be four (4) members, excluding the Project Leader.</td><td>80</td><td>See scoring table below</td></tr>
</table>

	80	No relevant experience and qualification	less than 5 years of relevant experience and qualification	5 to 7 years of relevant experience and qualification	**7 to 9 years** of relevant experience and qualification	**Over 9 years** of relevant experience and qualification
(a)	15	0	6	9	12	15
(b)	15	0	6	9	12	15
(c)	10	0	4	6	8	10
(d)	5	0	2	3	4	5
(e)	5	0	2	3	4	5
(f)	5	0	2	3	4	5
(g)	5	0	2	3	4	5
(h)	10	0	4	6	8	10
(i)	10	0	4	6	8	10

SCORING CRITERION	WEIGHT	SCORING
Methodology: A Detailed proposed methodology of how the project will be executed that covers the proposed scope of work, proposed work schedule, proposed systems to be used, proposed resources and proposed time frames.	**20**	**0=** No plan or irrelevant plan. **5=** Proposal only responding partially to the scope of work. **16=** Proposal covering the scope, indicating time frames and resources.. **20=** Comprehensive proposal with clear project execution, covering the entire scope of work, and clear deliverables, including timeframes, key tasks, sub-tasks, indicating resources with project duration and clear completion date.
Training, Skills Development Plan and Transfer of Skills Skills transfer plan for technical staff that will be supporting the system per system phase must be submitted.	**10**	**0=** No plan at all **3=** Training and skills development proposal covering two areas of training relating to project team competencies (refer to experience breakdown under project team) **6=** Training and skills development proposal covering three areas of training relating to project team competencies (refer to experience breakdown under project team) **10=** Training and skills development proposal covering four and more areas of training relating to project team competencies (refer to experience breakdown under project team)
TOTAL	**135**	
THRESHOLD	**95**	

3.4. STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

3.4.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

3.4.2 Price: Annexure B must be utilised for the submission of pricing proposals.

Suppliers are to submit detailed pricing schedule.

3.4.3 Calculating Preference Points

PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.

The following table will be utilised in evaluating preference: (Note that this must be adjudicated per TOR)

Goals	Points out of 20 (80/20)	Required proof	Points claimed	Proof Attached
Black Owned (BO)	**Max 05**	**B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice**		
100% BO	5			
>50%	3			
Women Owned (WO)	**MAX 10**	**B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice**		
100% WO	10			
>50%	5			
Black Designated Group (BDG)	**MAX 5**	**B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice**		
100% BDG	5			
>50%	3			

3.4.4. The following also applies:

a) Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

b) Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in **Annexure 3.8.3**. The points scored by a bidder in respect of preference will be added to the points scored for price.

c) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.

d) A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 3.11.

e) Failure on the part of the bidder to comply with paragraphs 3.3.4, 3.3.5 and 3.3.6 above will be deemed that preference points are not claimed and will therefore be allocated a zero (0).

f) The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

g) The points scored will be rounded off to the nearest 2 decimals.

3.5. In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, ***Section 8: Criteria for breaking deadlock in scoring.***

3.6. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3.7. **Consortium / Joint Venture**

a) In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

4. ANNEXURES

4.1 ANNEXURE A – RULES OF BIDDING
4.2 ANNEXURE B – PRICING PROPOSAL
4.3 ANNEXURE C – SERVICE LEVEL AGREEMENT (SLA)

END OF DOCUMENT

ANEXURE B – PRICING PROPOSAL

Item No	Deliverables	Timeframes from signing of contract
1a.	Produce an Inception Report including the detailed timeframes, stakeholder engagement plan/strategy, and any other relevant information.	1 month from the date of signing the contract.
1b.	Produce detailed industry research report on the current aviation transformation landscape.	Within 3 months
2.	Provide monthly progress reports on stakeholder consultations and consultations with other relevant structures/organisations.	Continuous basis
3.	Comprehensive report on Stakeholder engagements/ consultations	Month 4
4.	Convene and facilitate a National Consultative workshop/s with relevant stakeholders and provide a report on the workshop.	Month 7
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THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

ANNEXTURE B

FINANCIAL PROPOSAL

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	DOT/03/2024/CA	CLOSING DATE:	21 February 2025	CLOSING TIME:	11:00
DESCRIPTION	**TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO CONDUCT A REVIEW OF THE NATIONAL CIVIL AVIATION TRANSFORMATION STRATEGY (NCATS) FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 18 MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET
PRIVATE BAG X 193
PRETORIA 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR J MASHININI / MR L MASHILE	CONTACT PERSON	MS. Y PILLAY
TELEPHONE NUMBER	012 309-3045/3429	TELEPHONE NUMBER	012 309 309 3258
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Mashinij@dot.gov.za/MashileL@dot.gov.za	E-MAIL ADDRESS	PillayY@dot.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ………………………………………………………………………………………… BID NO.: **DOT/03/2024**

CLOSING TIME 11:00 CLOSING DATE: 21 February 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

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

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

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

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R-------------------------	-------------------------
--	R-------------------------	-------------------------
--	R-------------------------	-------------------------
--	R-------------------------	-------------------------
--	R-------------------------	-------------------------

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

--	R-------------------------	-------------------- days
--	R-------------------------	-------------------- days
--	R-------------------------	-------------------- days
--	R-------------------------	-------------------- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	………………	………………	R………………
--	………………	………………	R………………
--	………………	………………	R………………
--	………………	………………	R………………

TOTAL: R………………………………………………

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

Bid No.: ……………………………………

Name of Bidder: ………

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	…………………	………………	R………………
--	…………………	………………	R………………
--	…………………	………………	R………………
--	…………………	………………	R………………

TOTAL: R…………………………………………………

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

7. Estimated man-days for completion of project ……………………………………………………

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

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

……………………………………………………
……………………………………………………
……………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Ms. Nelisiwe Nyawo /Mr. Lucky Mashile Mr. John Mashinini
Supply Chain Management
Tel: 012 309 3291/3429/3045

Or for technical information

DEPARTMENT OF TRANSPORT
Ms. Yolanda Pillay
Tel :012 309 3258/4028/3544