

INVITATION TO TENDER



KWAZULU-NATAL PROVINCE

COOPERATIVE GOVERNANCE AND
TRADITIONAL AFFAIRS

REPUBLIC OF SOUTH AFRICA

DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO IMPLEMENT INFRASTRUCTURE PLANNING, DELIVERY AND MONITORING OF ALL INFRASTRUCTURE GRANTS AND RELATED DELIVERABLES AGAINST THE FRAMEWORK ON BEHALF OF ALL KZN MUNICIPALITIES

Tender No: ZNT 2051/2024 LG

COMPANY NAME : _____

Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

Participation Capacity (Tick One Box)

Prime Contractor	
Supplier/Sub-Contractor	

RETURN OF PROPOSAL

Proposal must be deposited in the **tender box** situated at **Department of Co-operative Governance and Traditional Affairs, Lift Area, 13th floor, North Tower, Natalia Building.**

BRIEFING DATE: 25 SEPTEMBER 2024 (**COMPULSORY**)

BRIEFING TIME: 10:00 AM

BRIEFING VENUE: 16 SHORTTS RETREAT, MKHONDENI, PMB, PROVINCIAL
DISASTER MANAGEMENT CENTRE, GROUND FLOOR,
BOARDROOM

Closing Date: 02 OCTOBER 2024

Closing Time: 11:00 AM

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PART A INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT2051/2024LG	CLOSING DATE:	02 OCTOBER 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO IMPLEMENT INFRASTRUCTURE PLANNING, DELIVERY AND MONITORING OF ALL INFRASTRUCTURE GRANTS AND RELATED DELIVERABLES AGAINST THE FRAMEWORK ON BEHALF OF ALL KZN MUNICIPALITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
330 LANGALIBALELE STREET					
NATALIA BUILDING					
13TH FLOOR, LIFT AREA, NORTH TOWER					
PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Lindiwe Madlala		CONTACT PERSON	Ms. Jama Chuleza	
TELEPHONE NUMBER	033 2608194		TELEPHONE NUMBER	072 199 3158	
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za		E-MAIL ADDRESS	Chuleza.jama@kzncogta.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Co-operative Governance and Traditional Affairs

Contact Person: Ms Lindiwe Madlala

Tel: 033 2608194

Fax: 086 642 8873/ 033 342 8830

Email: lindiwe.madlala@kzncogta.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms. Jama Chuleza

Unit: Municipal Infrastructure

Tel: 072 199 3158

E-mail address: chuleza.jama@kzncogta.gov.za

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;

3.1 de-register the supplier from the Database,

3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION C

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS
CORRECT AND UP TO DATE**
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION D

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

SBD 4

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

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

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date

.....
Position	Name of bidder

SECTION E

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows: N/A

	POINTS
PRICE	
SPECIFIC GOALS	
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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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;
 - (a) 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 –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:

SECTION F

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE	NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER’S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

AUTHORITY TO SIGN A BID

SECTION G

AUTHORITY TO SIGN A

BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

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

SECTION H SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The services to be rendered by professional service providers must be rendered in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Head of Co-operative Governance and Traditional Affairs in the KwaZulu-Natal Provincial Administration and Contractor.

1.6 DEPARTMENT

KwaZulu-Natal department of Co-operative Governance and Traditional Affairs.

1.7 CURTAILMENT OF SERVICE

The Department reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: IMPORTANT INFORMATION TO NOTE

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- 2.1 KwaZulu-Natal Supply Chain Management Policy Framework,
- 2.2 Section 217 of the Constitution,
- 2.3 The PFMA and its Regulations in general,
- 2.4 The Preferential Procurement Policy Framework Act,
- 2.5 National Treasury guidelines, and

2.2

REQUIRED COMPULSORY INFORMATION

2.2.1 The bidder shall ensure that all the required information is furnished; viz:-

2.2.1 Bidders Disclosure (SECTION E)

2.2.2 Conditions of Bid (SECTION G)

2.2.3 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.

NOTE: Failure to submit the required information may invalidate the entire proposal.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ACCEPTANCE OF BID

3.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Treasury's Practice Notes. Co-operative Governance and Traditional Affairs' Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

3.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

3.2 APPEALS

3.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

3.3 AMENDMENT OF CONTRACT

3.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

3.4 CHANGE OF ADDRESS

3.4.1 Bidders must advise the Department should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

3.5 COMMUNICATION

3.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

The Head SCM Unit,
Department Co-operative Governance and Traditional Affairs,
Private Bag X9078,
Pietermaritzburg
3200

ENQUIRIES: **Ms Lindiwe Madlala TEL.: 033-2608194**

3.6 COMPLETENESS OF BID

- 3.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

3.7 COMPLETION OF SPECIFICATION

- 3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

3.8 CONDITIONS OF BID

- 3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- 3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.8.5 Bidders must provide the following particulars about themselves as part of the bid:
- 3.8.5.1 Where they have their Headquarters
 - 3.8.5.2 Where they have their Regional Office.
 - 3.8.5.3 Name, address and telephone number of bankers together with their bank account number.
 - 3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

- 3.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 3.9.1 By whom, or with whose assistance, was the business plan drafted?
- 3.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 3.9.3 Whose advice is relied on?
- 3.9.4 Who will provide financial support?

- 3.10 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

3.11 CONFIDENTIALITY

The contractor's staff that comes into contact with the Department's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

3.12 CONTRACT PERIOD

- 3.12.1 The contract period shall remain in force for a period of 36 months from date of signing off the official contract.
- 3.12.2 The Department of Co-operative Governance and Traditional Affairs reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.13 EQUAL BIDS

- 3.13.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.14 EXECUTION CAPACITY

- 3.14.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract ed for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

3.15 EXTENSION OF CONTRACT

- 3.15.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

3.16 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.
- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Documented reports received from an institution/s pertaining to past bad performance by a company who is ing, may be taken into consideration.
- e. Did the bidder attend the site inspection/ briefing?
- f. Will the bidder be in a position to successfully execute the contract?

3.17 IRREGULARITIES

- 2.17.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

3.18 JOINT VENTURES

- 3.18.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by respective members.
- 3.18.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

3.19 LATE BIDS

- 3.19.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 3.19.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

3.20 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 3.20.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of Co-operative Governance and Tradition Affairs' Supply Chain Management unit.

3.21 PRO RATA DECREASE OF COMPENSATION

- 3.21.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraph **3.27** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.22 CENTRAL SUPPLIERS DATABASE

- 2.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 3.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.23 SUBMISSIONS AND COMPLETION OF SBD 6.1

- 3.24.1 Bidders are to complete SBD 6.1 document where applicable. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

3.24 TERMINATION OF SERVICES

- 3.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

3.25 TAX CLEARANCE CERTIFICATE

- 3.26.1 The central supplier database and the tax compliance status pin are the approved methods that will be utilised to verify Tax Clearance compliance.

3.26 UNSATISFACTORY PERFORMANCE

- 3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or

services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

3.27 VALIDITY PERIOD AND EXTENSION THEREOF

3.28.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally ed for by bidders. This request will be done before the expiry of the original validity (binding) period.

3.28 VAT

2.28.1 Bid prices must be inclusive of VAT.

2.28.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either :–
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; **or**
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

3.29 REGISTERED ADDRESS

The Department provides the following:

Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice to :

The Head SCM Unit, KwaZulu-Natal Co-operative Governance and Traditional Affairs

13 th floor, North Tower, Natalia Building. 330 Langalibalele Street PIETERMARITZBURG 3200	Private Bag X9078, PIETERMARITZBURG 3200
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SECTION I

BRIEFING SESSION

N.B: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

BID NO: **ZNT 2051/2024 LG**

GOODS/ SERVICE DESCRIPTION

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO IMPLEMENT
INFRASTRUCTURE PLANNING, DELIVERY AND MONITORING OF ALL
INFRASTRUCTURE GRANTS AND RELATED DELIVERABLES AGAINST THE
FRAMEWORK ON BEHALF OF ALL KZN MUNICIPALITIES**

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE COMPLSORY/ NON-COMPULSORY BRIEFING SESSION AT **16 SHORTTS
RETREAT, MKHONDENI, PMB, PROVINCIAL DISASTER MANAGEMENT CENTRE,
GROUND FLOOR, BOARDROOM 25 SEPTEMBER 2024 AT 10:00 AM**
AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE
SERVICE TO BE RENDERED.

.....
NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

TERMS OF REFERENCE

PROVINCIAL PROJECT MANAGEMENT UNIT (PPMU)

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO IMPLEMENT INFRASTRUCTURE PLANNING, DELIVERY AND MONITORING OF ALL INFRASTRUCTURE GRANTS AND RELATED DELIVERABLES AGAINST THE FRAMEWORK ON BEHALF OF ALL KZN MUNICIPALITIES

1. PURPOSE

1.1 The purpose of this bid is to acquire the services of professional consultants to establish a Provincial Project Management Unit (PPMU) to implement infrastructure planning, delivery and monitoring of all infrastructure grants and related deliverables against the framework on behalf of all KZN municipalities.

2. BACKGROUND

2.1 MIG is intended to provide capital finance for eradicating basic municipal infrastructure backlogs for poor households, therefore improving access to basic services and basic infrastructure. As the implementing agents of MIG-funded projects, municipalities are to ensure appropriate project preparation and readiness to implement projects, must have the human resource capacity to implement MIG projects, and must monitor and report on MIG projects, ensuring funding is spent for the approved purpose.

2.2 To support the management of MIG-funded and other grants projects in municipalities, the MIG framework outlined in the Division of Revenue Bill (DORB) makes allowance for municipalities to utilize up to 5 per cent of their allocation towards program and project management costs through the establishment of Project Management Units (PMUs). The Honourable MEC of KZN COGTA is concerned with the way municipalities currently report on and implement MIG. It is believed that the establishment of a Provincial PMU would improve MIG performance and access to basic infrastructure services.

2.3 In addition to the 51 MIG-receiving, infrastructure grants will be allocated to KZN municipalities in the 2024/25 financial year as follows:

municipalities, being:

- eThekwini, uMdoni, Ray Nkonyeni, Mpofana, Msunduzi, eNdumeni, uMhlathuze, Nkandla

Integrated National Electrification Programme (INEP) – 35 municipalities, being:

- Umdoni, Umzumbe, Ray Nkonyeni, uMshwathi, uMngeni, Mpofana, Impendle, Msunduzi, Mkhambathini, Okhahlamba, Inkosi Langalibalele, Alfred Duma, Endumeni, Nquthu, Msinga, Umvoti, Newcastle, eMadlangeni, eDumbe, uPhongolo, Abaqulusi, Ulundi, Umhlabyalingana, Jozini, Big 5 Hlabisa, Umlalazi, Mthonjaneni, Nkandla, Mandeni, KwaDukuza, Ndwedwe, Maphumulo, Greater Kokstad, Ubuhlebezwe, Dr Nkosazana Dlamini Zuma

Regional Bulk Infrastructure Grant (RBIG) – 2 municipalities, being:

- Zululand, King Cetshwayo

Water Services Infrastructure Grant (WSIG) – 12 municipalities, being:

- Ugu, Msunduzi, uMgungundlovu, Uthukela, Umzinyathi, Newcastle, Amajuba, Zululand, Umhlathuze, King Cetshwayo, iLembe, Harry Gwala

Integrated Urban Development Grant (IUDG) – 2 municipalities, being:

- Ray Nkonyeni, Umhlathuze

Informal Settlements Upgrading Partnership Grant (ISUPG) – 1 municipality, being:

- eThekwini

Urban Settlements Development Grant (USDG) – 1 municipality, being:

- eThekwini

Public Transport Network Grant (PTNG) – 2 municipalities, being:

- eThekwini, Msunduzi

Neighbourhood Development Partnership Grant (NDPG) – 5 municipalities, being:

- eThekwini, Ray Nkonyeni, Msunduzi, Alfred Duma, Newcastle

3. OBJECTIVES OF THE APPOINTMENT

The objective of the procurement of a panel of consultants is to establish a Provincial Project

Management Unit (PPMU) to implement infrastructure planning, delivery and monitoring of all infrastructure grants and related deliverables against the DORA framework on behalf of all KZN municipalities. The PPMU will be required to prepare project business plans, implement infrastructure projects and support all municipalities within the KwaZulu Natal Province which include:

- One (1) Metro
- Ten (10) District Municipalities
- Three (3) secondary cities
- Forty (40) Local Municipalities

The provision of the PPMU support has been subdivided into four clusters and professional service providers must clearly stipulate which cluster(s) are they submitting tenders for. The panel of the PSP will be split into four clusters which are as follows:

- Cluster 1 – eThekweni and Ilembe district.
- Cluster 2 – uMgungundlovu, Harry Gwala and Ugu districts.
- Cluster 3 – uThukela, Amajuba and uMzinyathi districts.
- Cluster 4 – King Cetshwayo, Zululand and uMkhanyakude districts.

4. DETAILED SCOPE OF WORK

The Panel of consultants will be required to undertake services are as follows:

- Infrastructure Project initiation (project conceptualization).
- Timeous Infrastructure Project planning (scope, budgeting, risk assessment and remedial action).
- Infrastructure Project execution (implementation of project, adhering to project timelines, risk assessment and remedial action)
- Infrastructure Project monitoring and management monitoring, risk assessment and remedial action).
- Ensure seamless social issues.
- Project closing and review within the approved timeframes.
- Ensure support towards 100 percent spending of all infrastructure grants by all municipalities by the end of the financial year and adhere to quality assurance.
- Lead the implementation and ensure automation of the Provincial Water Master Plan tool linking it to project prioritization to ensure alignment.
- Update and participate in meetings regarding the COGTA dashboard for the Provincial Water Master Plan.

- Development of the strategic documents for all municipalities such as Water and Sanitation master plan, Infrastructure Investment plan, Storm Water Management Plan, Electricity Master Plan and implementation thereof, through infrastructure grants.
- Work closely with municipal officials to ensure skills transfer and functionality of municipal Project Management Units.
- Ensure grants are spent within their timelines and the quality of work aligns to the project costs.
- Timeous reporting and preparation of progress reports (as and when required by the department).
- Intervene and resolve any project risks or delays that may occur during project implementation.
- Support universal access to water and sanitation.
- Monitor the reduction of water losses and prepare reports (as and when required by the department).
- Development of the standard operating procedures (SOPs).
- Prioritise the maintenance and upgrading of existing infrastructure.
- Report project projects to key stakeholders, such as Traditional Leadership.
- Facilitate the establishment of District-based PMUs.
- Attend meetings as and when required by the department
- Prepare and present a close out report consisting of:
 - Project information
 - Project brief, description and locality
 - Outline of significant events
 - Time management
 - Financial Management
 - Quality Management
 - Project steering committee
 - Employment
 - Training provided
 - Specific goals relating to preferences
 - Community liaison, social issues addressed
 - Outstanding disputes.
 - Record drawings, operating manuals and the like
 - Suggestions for improvements to projects of similar nature.
 - Before and after photos of the projects (with dates and coordinates embedded on the picture).
 - Approvals.
 - Impact of projects on backlogs.

- Lessons learnt.
- Outcomes / deliverables achieved by the PPMU
- Progress on the automation of the Provincial Water Master Plan tool.
- Consolidate available technical information to produce preparedness for future.

5. DELIVERABLES

- Detailed report (with evidence) indicating support provided towards 100 percent spending of all grants by all municipalities by the end of the financial year and adhering to quality assurance.
- Approved strategic documents for all municipalities such as Water and Sanitation master plan, Infrastructure Investment plan, Storm Water Management Plan, Electricity Master Plan.
- Full automation of the Provincial Water Master Plan tool (any licenses used by the PSP required to finalize the automation to belong to the department).
- Determination of milestones and management of activities to achieve milestones.
- Ward profiles for all WSAs indicating the status of water and sanitation. The report should incorporate the following:
 - ✓ Infrastructure water access (Yard Connections, RDP Water Connections, Dysfunctional Infrastructure)
 - ✓ No water access (Rudimentary Water, No Water Access / infrastructure)
 - ✓ Sanitation access and backlog
 - ✓ Water losses
 - ✓ Plans in place to eradicate backlogs
- Progress reports on a monthly and quarterly basis on the infrastructure planning, delivery and monitoring on behalf of municipalities.
- Skills retaining strategies report and recommendations submitted.
- Risk Management, Effective Decision Making and Building Trust.

6.1 QUALIFICATIONS AND EXPERIENCE

Only bidders who satisfy all the following eligibility criteria are eligible to submit bids. Failure to submit required CVs as per the table below will result to disqualification (compulsory).

The Department requires a team with the following resources the following resources.

Allocation of resources per cluster are as follows:

CLUSTER	PERSONELL	NO. RESOURCES
Cluster 1: eThekweni and Ilembe district	Lead Engineer	4
	Professional Engineer (Civil)	5
	Professional Engineer (Electrical)	3
	Professional Engineer (Mechanical)	2
	Professional Project Manager	10
	Finance Experts	4
	Project Officers	5
	Administration support staff	12
Cluster 2: uMgungundlovu, Harry Gwala and Ugu districts	Lead Engineer	2
	Professional Engineer (civil)	5
	Professional Engineer (electrical)	3
	Professional Engineer (Mechanical)	2
	Professional Project Manager	10
	Finance Experts	2
	Project Officers	5
	Administration support staff	11
Cluster 3: uThukela, Amajuba and uMzinyathi districts	Lead Engineer	2
	Professional Engineer (civil)	5
	Professional Engineer (electrical)	3
	Professional Engineer (Mechanical)	2
	Professional Project Manager	10
	Finance Experts	2
	Project Officers	5
	Administration support staff	11
Cluster 4: King Cetshwayo, Zululand and uMkhanyakude districts	Lead Engineer	2
	Professional Engineer (civil)	5
	Professional Engineer (electrical)	3
	Professional Engineer (Mechanical)	2
	Professional Project Manager	10
	Finance Experts	2
	Project Officers	5
	Administration support staff	11
Total		165

6.2 EVALUATION CRITERIA

Only service providers who meet all the requirements in the administrative criteria will be considered.

a) Administrative Criteria

Administrative criteria		Method of verification (By Department)	YES / NO
1.	Professional registration with the Engineers Council South Africa (ECSA)	Accreditation Certificate from ECSA (submit certified copy of original certificate)	
2.	Company Experience in Infrastructure related projects	A minimum of 3 infrastructure projects completed in the last 5 years (submit minimum of 3 reference letters)	
3.	Lead Engineers (Professionally registered Civil Engineer)	A BSc / bachelor's degree in civil engineering, Post grad. in Project Management and Post grad. in Business Administration ECSA Registration as a Professional Engineer Submit proof of registration with ECSA, submit certified copy of original certificates/s of qualification/s	
4.	Lead Engineers experience 7-10 years relevant Programme and Project management in the built environment	Experience in managing and supervising municipal infrastructure projects (design experience and registration as a Professional Engineer is compulsory) Knowledge of Government, Municipal, Sector Department processes and reporting requirements. Coordination and alignment of infrastructure projects Proficiency in compiling concept papers and a range of technical reports. Strong project management and people management skills Ability to schedule work and deliver to tight deadlines Submit CV with three (3) contactable references	
5.	Professional Engineer (Civil) Professional Engineer (Electrical) Professional Engineer (Mechanical) experience Minimum 5 years relevant Programme and Project management in the built environment	Experience in managing and supervising municipal infrastructure projects (design experience and registration as a Professional Engineer is compulsory) Knowledge of government, Municipal, Sector Department processes and reporting requirements. Coordination and alignment of infrastructure projects Proficiency in compiling concept papers and a range of technical reports. Strong project management and people	

Administrative criteria		Method of verification (By Department)	YES / NO
		management skills Ability to schedule work and deliver to tight deadlines Broader project communications experience and skills desirable Submit CV with three (3) contactable references	
6.	Financial Manager	BCom degree in Financial Management Submit certified copy of original certificate/s of qualifications	
7.	Financial Manager experience Minimum 5 years relevant experience	Extensive experience in project finance and related reporting Cash flows experience with the intention to pick up early signals where projects might be abandoned or show slow progress Knowledge of the treasury regulations and alignment to the Public Sector Knowledge of the latest procurement regulations, budgeting, expenditure framework and its application Submit CV with three (3) contactable references	
8.	Professional Project Managers	A bachelor's degree or BTech in Project Management or equivalent Professional Registration with SACPCMP as a Professional Construction Project Manager is compulsory Submit proof of registration with SACPCMP, submit certified copy of original certificate/s of qualifications	
9.	Professional Project Managers experience 3 - 5 years relevant Programme and Project management in the built environment	Extensive experience in managing and supervising municipal infrastructure projects (roads, water, electrification, sanitation and stormwater) Experience in contract and financial management Coordination and alignment of infrastructure projects Knowledge of water resources management and planning Proficiency in compiling concept papers and a range of technical reports. Submit CV with three (3) contactable references	
10.	Project Officers	A National Diploma in Civil Engineering Professional Registration with ECSA as a Professional Technician is compulsory	

Administrative criteria		Method of verification (By Department)	YES / NO
		Submit proof of registration with ECSA, submit certified copy of original certificates/s of qualification/s	
11.	Project Officers experience 3 - 5 years relevant Programme and Project management in the built environment	Extensive experience in managing and supervising municipal infrastructure projects (roads, water, electrification, sanitation and stormwater) Experience in contract and financial management Maintain an infrastructure project database Coordination and alignment of infrastructure projects Knowledge of water resources management and planning Proficiency in compiling concept papers and a range of technical reports. Submit CV with three (3) contactable references	
12.	Administration support staff	National Diploma in Public Administration or equivalent Submit certified copy of original certificates/s of qualification/s	
13.	Administration support staff experience 3 years relevant experience	Computer literacy (emails, MS excel, MS Word) Provide administrative support services. Report writing Data capturing Secretarial duties Submit CV with three (3) contactable references	

6. CONTRACT PERIOD

The contract duration is 3 years (36 months), measured from the date of the letter of award of the contract. There will be bi-annual performance reviews.

7. VALIDITY PERIOD

The bid price shall remain valid for a period of 120 days.

8. MONITORING OF THE APPOINTED PROFESSIONAL SERVICE PROVIDERS

Monitoring of successful contracts will be based on the signed Memorandum of Agreement between COGTA and PSP authorized signatories, respectively. Successful bidders must submit a detailed risk management plan and program of action within 14 calendar days of accepting the appointment, which will be an annexure to the MOA. This program will be approved by COGTA and will serve as a baseline against which performance will be based. Performance will be measured by comparing and analyzing the signed plan against which actual progress is expected to be measurable. All reports and accompanying documentation must be signed by the Accounting Officer of the municipality being supported.

There will be quarterly performance review sessions where the PSP will report back on progress achieved, with all resources reporting on the role they played.

Resources allocated per cluster must align with the minimum requirements as per the bid document submitted and no change of resources will be accepted without COGTA's signed approval. Any change within the professional team must be replaced with equal or more qualified personnel, as per the minimum requirement. An unauthorized change in resources will result in amendments to the MOA and a penalty of 10 % of the contract value.

All resources are expected to be available and working full-time on site. A resource cannot be found in more than one cluster, but an entity may be eligible to be awarded more than one cluster. The entire team is expected to submit their contact details (phone numbers and email addresses) with the bids. It must be noted that COGTA teams may undertake random and unannounced visits on site to verify availability of resources on site.

Performance agreements will be expected to be signed for all resources in the contract. Performance evaluations will be undertaken annually with COGTA and supported municipalities part of the review panel.

9. SUPPORTING DOCUMENTATION FOR WORK PERFORMED

The supporting documentation for work performed will consist of, but not be limited to, the following:

- 9.1 Detailed monthly reports per resource, listing hours spent per day, on specific tasks linked to scope of work and deliverables listed in this document. Monthly reports

should be specific in highlighting the contribution of that particular team member in achieving a particular deliverable or task.

9.2 Meeting registers, where physical engagements take place, as well as evidence that decisions taken in such meetings have been actioned.

9.3 Signed copies of any reports, letters or documents that are prepared by a resource in relation to the required scope of work.

9.4 Record of any travel undertaken, for which reimbursement is expected.

9.5 Where reports, presentations or submissions have been developed in conjunction with municipalities or other sector departments, evidence should be provided of the specific contribution of each resource.

9.6. Development of Standard Operating Procedures as part of the skills transfer strategy.

10. SUBMISSION OF INVOICES

The appointed panel of consultants will be remunerated as follows:

10.1 In accordance with the offer accepted by the Department.

10.2 The invoices will be reviewed by the **Invoice Review Committee** consisting of COGTA business units (Municipal Finance, Local Government Champions, Capacity building, Municipal Infrastructure, Internal Control, Monitoring and Evaluation,) and the Technical Director. Office of the DDGs: Planning & Development and Local Government, Office of the CFO and Legal Services may attend the meetings.

10.3 The PSPs forming the PPMU will be required to submit signed monthly timesheets per resource listing hours spent, per day, on specific tasks linked to scope of work and deliverables listed in this document (If meetings are attended, the resource must provide role during the engagement, impact, and outcomes).

10.4 Payments will only be made based on approved deliverables (proof of work done must be attached and will be evaluated prior to approval of invoices).

10.5 The hourly rate to be claimed by the professional team must not exceed the hourly fee rates outlined in Section 13.

The content of this contract is not envisaged to demand professional intensity and therefore bidders are expected to discount the gazetted professional rates per person. The PSP should include an allowance of 15% for recoverable costs / disbursements in the bid price.

11. CONTRACT CONDITIONS

The Department must remunerate the Service Provider in respect of its services in accordance with the appropriate conditions, provided that –

11.1 The Service Provider must submit a tax invoice to the Department each month and the Department must pay the Service Provider the amount stipulated in the invoice within 30 (thirty days) of receipt of an agreed invoice, provided that all supporting documents must be attached to the invoices submitted.

11.2 In the event that the Department is not satisfied with the performance of the Service Provider, the Department must give written notice to this effect to the service provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.

11.3 In the event that the entire amount or portion of the invoice is disputed by the Department, only that portion in dispute may be held for payment, until the dispute is resolved, and the undisputed portion must be paid to the Service Provider within the stipulated time frames.

11.4 The Service Provider must immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract; and

11.5 The Service Provider provides detailed monthly reports per resource, listing hours spent, per day, on specific tasks linked to scope of work and deliverables listed in this document.

12. HUMAN RESOURCES

All Professional Service Providers (PSP) constituting the Provincial Project Management Team (PPMU) **must** abide will the following:

12.1 All PSP's must be present at the inception meeting (venue to be confirmed by the Department).

12.2 Change of the PSP constituting the PPMU team will only be recognized upon approval by the Department.

12.3 The PSP is required to provide their own tools of trade (laptops, cellphones, internet connection and any other tools deemed necessary to undertake the assignment at hand).

12.4 The PSP's are required to attend meetings as and when required (venue to be confirmed by the Department).

12.5 All PSP's will be required to work on a full-time basis on site and office space will be the responsibility of the bidder. The site is the entire cluster area.

12.5.1. Bidder to establish one main office in each cluster and a satellite office in each district / region. The main office must be the central point of its cluster.

12.5.2. Offices must be a fixed structure that must have the following: offices to accommodate the allocated resources (with the necessary office furniture and landline), a boardroom to accommodate a minimum of 20 people, projector, electricity, running water, ablution facilities, internet access.

Office serving space

	Rank	Level	Space Norm
1	Lead Engineer	13	24 m ²
2	Professional Engineers (All Categories)	12	20 m ²
3	Project Manager	11	20 m ²
4	Finance Experts	11	20 m ²
5	Project Officer	8	8 m ² per person in open plan
6	Administration support	8	8 m ² open plan
7	Boardroom/Conference Room	Min 20 pp	Up To 175 M ²

12.5.3. Offices must comply with the relevant regulations.

12.6 Leaves for the PSP are to be approved by the department prior to leave being taken.

12.7 Accommodation to be limited to 3-star hotels only for not more than 3 months from project inception. (limited to disbursements)

13. FEES AND DISBURSMENTS

Fees

Fees for Human Resources are not to exceed the following guidelines:

Lead Engineer – Engineering Council of South Africa Category B

Professional Engineer (All Categories) - Engineering Council of South Africa Category C

Project Manager – DPSA Hourly Rate aligned with Salary Band 11

Finance Expert – DPSA Hourly Rate aligned with Salary Band 11

Project Officer – DPSA Hourly Rate aligned with Salary Band 6 to 8

Administration Support – DPSA Hourly Rate aligned with Salary Band 6 to 8

Recoverable Costs

Recoverable costs will be reimbursed at the rates determined by the contract rates, and the agreed project plan.

14. INSTITUTIONAL ARRANGEMENTS

The service provider appointed will be accountable to the Directorate Responsibility Managers.

15. MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANGEMENT

The service provider will provide the Department with progress reports with findings, recommendations, and conclusions on a monthly basis in order to update the Directorate Responsibility Managers on the progress made on the assignment.

16. TIME FRAMES

Specific milestones to be achieved:

Programme Summary Timetable	Target completion date
Project duration	From Date of Appointment 36 calendar months
Project initiation meeting with all resources as per the submitted tender & compulsory briefing	Within 14 days of accepting offer
Convene programme management meetings	Monthly
Monthly Reports	Every Month (on the 05 th monthly)
Quarterly Reports	Every Quarter
Project Close-out Report	2 months before contract lapse

17. BRIEFING SESSION

There will be a compulsory formal briefing.

DETAILS FOR COMPLETION OF AN ENVELOPE FOR A BID/QUOTATION

Section 1 paragraph 6 of this bid/quotation document indicates the requirements for addressing of an envelope when a bid/quotation is submitted to the Department. Kindly ensure the envelope is addressed correctly because if it is not properly addressed the bid/quotation may be rejected as being invalid and returned to the respective bidder. The correct manner in which it is to be addressed is detailed below:

EXAMPLE FORMAT

FRONT SIDE OF ENVELOPE	
Name and address of bidder:	XYZ Consultants, PO Box 1234, Durban 4000
Bid/Quotation Number:	ZNT 2051/2024 LG
Description:	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO IMPLEMENT INFRASTRUCTURE PLANNING, DELIVERY AND MONITORING OF ALL INFRASTRUCTURE GRANTS AND RELATED DELIVERABLES AGAINST THE FRAMEWORK ON BEHALF OF ALL KZN MUNICIPALITIES
Closing date:	01 OCTOBER 2024
Closing time:	11:00

REVERSE SIDE OF ENVELOPE	
Department's details and address:	The Head: Supply Chain Management Department of Co-operative Governance and Traditional Affairs 13 th Floor, North Tower Natalia Building 330 Langalibalele Street Pietermaritzburg 3201

RETURNABLE DOCUMENTS

BIDDERS ARE REQUIRED TO ATTACH THE FOLLOWING DOCUMENT TOGETHER WITH THEIR PROPOSAL ON THE CLOSING DATE OF THE BID:

PDF COPY OF PROPOSAL (COMPLETED TENDER DOCUMENT AND ATTACHMENTS) ON A DISC (COMPULSORY)

ANNEXURE “B”

GENERAL CONDITIONS OF CONTRACT³

THE NATIONAL TREASURY
Republic of South Africa



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.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. 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.

³ A copy of the complete document set containing the General Conditions of Contract is available on www.kzncogta.gov.za/bids

GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

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- 65. Notices
- 66. Taxes and duties
- 67. National Industrial Participation Programme (NIPP)
- 68. Prohibition of restrictive practices

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from

which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

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

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

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

1.11 “Dumping” occurs when a private enterprise abroad markets its goods on its 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 Bulletin. The Government 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 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.

28.1 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

28. Limitation of liability

29. Governing language

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.

29.1 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

34 Prohibition of Restrictive practices

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.

34.1 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.

Js General Conditions of Contract (revised July 2010)