INVITATION TO TENDER

KWAZULU-NATAL PROVINCE
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEVELOPMENT, PLANNING, DIGITISATION AND IMPLEMENTATION OF INFRASTRUCTURE GRANTS AND OTHER INFRASTRUCTURE PROGRAMMES

Tender No**: ZNT 2056/2024 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: **07 NOVEMBER 2024 (COMPULSORY)**
BRIEFING TIME: **10:00 AM**

BRIEFING VENUE: **66 SHORTTS RETREAT, MKHONDENI, PMB, PROVINCIAL DISASTER MANAGEMENT CENTRE, GROUND FLOOR, BOARDROOM**

Closing Date: 29 NOVEMBER 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:	**ZNT 2056/2024 LG**	**CLOSING DATE:**	**29 NOVEMBER 2024**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEVELOPMENT, PLANNING, DIGITISATION AND IMPLEMENTATION OF INFRASTRUCTURE GRANTS AND OTHER INFRASTRUCTURE PROGRAMMES**				
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	Mr. Siyabonga Manyanga
TELEPHONE NUMBER	033 260 8194	TELEPHONE NUMBER	082 780 3207
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za	E-MAIL ADDRESS	Siyabonga.manyanga@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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS 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: 033 260 8194

Fax: 086 642 8873/ 033 342 8830

Email: lindiwe.madlala@kzncogta.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: Siyabonga Manyanga

Unit: Municipal Infrastructure

Tel: 082 780 3207

E-mail address: siyabonga.mayanga@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 updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION C

DECLARATION THAT INFORMATION ON CENTRALSUPPLIER 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:

……………………………………………………………………………………

……………………………………………………………………………………

SBD 4

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

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of

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.

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

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1. GENERAL CONDITIONS

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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.

<table>
<tr><th>(I)

CLOSE CORPORATION</th><th>(II)

COMPANIES</th><th>(III)

SOLE PROPRIETOR</th><th>(IV)

PARTNERSHIP</th><th>(V)

CO-OPERATIVE</th><th colspan="2">(VI)

JOINT VENTURE / CONSORTIUM</th></tr>
<tr><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td>Incorporated</td><td></td></tr>
<tr><td>Unincorporated</td><td></td></tr>
</table>

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.

<table>
<tr><th>NAME</th><th>ADDRESS</th><th>SIGNATURE</th><th>DATE</th></tr>
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(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

2.6 Provincial Treasury's Supply Chain Management Practice Notes and guidelines

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 <u>must</u> 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 <u>strictly</u> according to the specification. <u>No alternative offers will be considered.</u>
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

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

SECTION I

COMPULSORY BRIEFING SESSION

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

BID NO: **ZNT 2056/2024 LG**

GOODS/ SERVICE DESCRIPTION:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEVELOPMENT, PLANNING, DIGITISATION AND IMPLEMENTATION OF INFRASTRUCTURE GRANTS AND OTHER INFRASTRUCTURE PROGRAMMES

THIS IS TO CERTIFY THAT (NAME): ....

ON BEHALF OF: ....

ATTENDED THE COMPULSORY/ NON-COMPULSORY BRIEFING SESSION ON **66 SHORTTS RETREAT, MKHONDENI, PMB, PROVINCIAL DISASTER MANAGEMENT CENTRE, GROUND FLOOR, BOARDROOM 07 NOVEMBER 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:

COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (COGTA)

PROVINCE OF KWAZULU-NATAL (KZN)

TERMS OF REFERENCE

FOR THE

PROVINCIAL PROGRAMME MANAGEMENT UNIT (PPMU)

DEVELOPMENT, PLANNING, DIGITISATION AND IMPLEMENTATION OF THE MUNICIPAL INFRASTRUCTURE GRANT AND OTHER CAPITAL INFRASTRUCTURE PROGRAMMES FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

The Provincial Department of Cooperative Governance and Traditional Affairs (COGTA) Province of KwaZulu-Natal (KZN) invites members of their *“Panel of Service Providers to provide Project Management Services for the KZN COGTA funded Projects Implementation (Professional and Project Management Services) – ZNT2009/2020LG”* to tender for the “**Development, Planning, Digitisation and Implementation of its Provincial Programme Management Unit (PPMU) for its Municipal Infrastructure Grant (MIG) and other Capital Infrastructure Programmes for a Period of Three (3) Years”**.

2. PROJECT BACKGROUND

Infrastructure delivery for socio-economic needs remains a challenge in many rural communities even after 30 years of the new democratic order in South Africa. There are still significant backlogs in so far as the critical basic infrastructure including water, electricity, roads and others in the country. The KZN Province suffers from the similar syndrome, despite government efforts through Municipal Infrastructure Grant (MIG) and other Programmes, many communities still do not have access to basic infrastructure and the government is determined to close the gap.

Over the past few years, COGTA KZN has supported municipalities to implement infrastructure projects, but using their own procurement processes. A number of municipalities have been unable to conclude procurement processes on time and /or at all, resulting in the allocated funds being unspent.

COGTA KZN is therefore initiating a hands-on support programme to assist municipalities with financial and technical measures to fast-track infrastructure related service delivery in order to close the identified gap.

*“… we will streamline the coordination of all conditional grant spending by municipalities **through a newly formed Programme Management Unit (PMU)**. This unit will bring together all stakeholders involved in the delivery of infrastructure. It will assist municipalities with better planning, timely implementation of projects and ultimately with improving the living conditions of communities through job creation.”* (former MEC for COGTA KZN, Honourable Sipho Hlomuka, 5 June 2020).

It is on the back of this resolution that the new **COGTA KZN administration, led by MEC Honourable Thulasizwe Buthelezi**, issues these Terms of Reference (TOR).

Additionally, in 2020 **COGTA KZN produced and digitised the Provincial Water Masterplan for the Province of KZN (PWMP-KZN)**, notably the first of its kind in South Africa.

The implementation of the PWMP-KZN within the Municipalities which are Water Services Authorities (WSA) receiving MIG Funding (and other Capital Funding) is paramount to the social and economic development of the KZN Province. COGTA KZN, as the key provincial department, must take the lead in the roll-out and implementation of the PWMP-KZN.

3. AIM AND OBJECTIVE OF THE PROJECT

The aim of COGTA KZN is to better manage the resources and information in order to successfully carry out its mandate and assist Municipalities in reaching expenditure targets.

Through the development, planning, digitisation and implementation of its PPMU, COGTA KZN's overarching objectives for this Project are as follows:

1. Development, planning, registering, implementing and monitoring of all conditional grants allocated to Municipalities through COGTA KZN; and
2. Digitisation and automation of the registration, tracking and reporting processes of all conditional grants allocated to Municipalities through COGTA KZN.

4. CHALLENGES FACED BY COGTA KZN

COGTA KZN is tasked with the responsibility of providing technical support to the fifty-four (54) Municipalities in KZN and also implement infrastructure projects through transfers and in-house.

COGTA KZN is experiencing a number of current challenges in the delivery of the required MIG and other Capital Infrastructure Programmes, which include the following:

1. Delays in Municipalities supply chain management processes in the appointment of consultants to undertake feasibility studies, project funding, preliminary and detailed designs for tender documentation and processes of various infrastructure construction contracts.
2. Limited capacity by Municipalities to undertake project planning.
3. Limited project management capacity to manage the roll-out of projects including management of design consultants.
4. Need for capacity building and mentoring of existing technical staff on infrastructure project planning, design, and project implementation management.
5. Constraints in the planning of capital projects programme.
6. Constraints in the integration of the infrastructure projects delivery with the internal financial and supply chain management processes.
7. Limited capacity to prepare and manage contracts of design consultants and lack of standardised tender documentation and contracts.
8. Delays in obtaining statutory approval for large scale infrastructure and capital projects.
9. Limited capacity to manage stakeholder integration.
10. Limited capacity to manage performance and definition of key performance indicators.
11. Limited capacity to assist municipalities with Regional Bulk Infrastructure Grant (RBIG) application.
12. Limited GIS capacity and mapping of all projects and assets at both Provincial Government and Municipal level
13. Painstaking and time consuming manual process of capturing, monitoring and reporting on all conditional grants allocated to Municipalities through COGTA KZN.
14. No data store infrastructure syncing information from the Municipalities to COGTA KZN.

Further to this, the Municipal Infrastructure Business Unit Programme 3 (MIBU) is responsible for facilitating the implementation of a plethora of government Capital Programmes such as the MIG, Water Services Infrastructure Grant (WSIG), Regional Bulk Infrastructure Grant (RBIG), Integrated National Electrification Plan (INEP), COGTA transfers, Provincial Treasury Planning and Reporting. In executing its responsibility of supporting Municipalities the MIBU extends its support to all infrastructure programmes in Municipalities.

Municipalities are required to submit project business plans and project implementation plans for review and approval by the Provincial MIBU. Those municipalities that are able to implement projects expediently and spend their MIG allocation earlier than planned may receive an additional allocation from the National Treasury.

The MIBU is tasked with the responsibility of supporting the Local Government (LG) branch in public protests that pertain to Municipal Infrastructure as well as public queries.

As a result, the MIBU of COGTA KZN requires a PPMU to manage and support the implementation of infrastructure programmes within KZN.

5. PROJECT OUTCOMES

In terms of the Division of Revenue Bill (DoRB), as published in Government Gazette No. 50099 of 8 February 2024, responsibilities of provincial departments (COGTA KZN) include:

- Coordinate technical support to municipalities
- Monitor performance of municipal Programme/Project Management Units and recommend relevant sanctions for under-performance to DCoG
- Provide assistance to municipalities in managing municipal infrastructure projects
- Provide support to municipalities in the utilisation of the MIG-MIS
- Provide support to municipalities with the development of Infrastructure Asset Management Plans
- Monitor and reconcile reported expenditure with proof of payment signed-off by the municipality
- Monitor the accuracy of project registration forms and coordinate monthly, quarterly and annual reports from municipalities and forward them to DCoG
- Coordinate district appraisal and progress committee meetings ensuring that DCoG and relevant sector departments are invited
- Issue registration letters for projects approved by the district appraisal committees to municipalities, copying DCoG
- Monitor project implementation in collaboration with sectors coordinate project spot checks with relevant stakeholders and compile relevant spot check reports
- Monitor the capturing of site visit reports by municipalities on the MIG-MIS
- Monitor compliance with provincial legislation and alignment to provincial growth and development strategies through project registration

The support envisaged will be in relation, but not limited to, investigations, feasibility studies, project planning, project design, implementation, project close out and commissioning, disbursement, accounting and financial management.
This includes programme/project related matters such as engineering and environmental management, programme implementation support and capacity building strategies within COGTA KZN and municipalities benefiting from the projects to be implemented.

Key outcomes of this programme include:

1. Promote active collaboration of initiatives from all spheres of government;
2. Promote greater accountability;
3. Ensure that all three spheres of government operating in unison thus enabling coherent, seamless and sustainable service delivery and development with integrated impact on the quality of life and quality of living spaces at municipal level.
4. That the District Development Model (DDM) is premised on institutionalising a programmatic approach to Inter-Governmental Relationships (IGR).
5. Focus on the local government space as the appropriate scale and arena for intergovernmental planning and coordination.
6. Focus on the local government space as developmental spaces (IGR Impact Zones) that will be strategic alignment platforms for all three spheres of government.
7. To produce a Spatially Integrated Single Government Plan (as an Intergovernmental Compact) for each of these spaces that guides and directs all strategic investment spending and project delivery across government, and forms the basis for accountability.
8. This approach reinforces an outcomes-based IGR system where there is a systematic IGR programme and process associated with the formulation and implementation of a single government plan. This signifies a shift from highly negotiated Alignment of Plans to a regulated cooperative governance One Plan
9. Take development to the community as key beneficiary and actors of what government does, and where they have a stake

By and large, with this programme COGTA KZN aims to do something practical to support municipalities and institutions of Traditional Leadership with technical expertise to identify, plan and implement the infrastructure projects within KZN Province.

In light of the above, all implementation must be coordinated and centred around common district plans. This forms an integral part of how COGTA KZN will execute its programmes in supporting its clients (Municipalities).

6. SCOPE OF WORKS

The fundamental purpose of the COGTA KZN PPMU will be to ensure compliance with the Gazetted responsibilities of COGTA in terms of the following Grants:

1. **MIG –** planning, feasibility assessments and alignment with bulk infrastructure projects
2. **WSIG –** coordination with sector department (DWS)

3. **INEP –** technical support to municipalities which receive INEP Grant
4. **Municipal Disaster Grants** – undertaking assessments and verifications when disaster events occur and assisting municipalities in application for funding
5. **COGTA funded infrastructure projects –** Massification Grant, building maintenance, community service centres, maintenance of traditional courts etc.

There are **five (5) areas (technical and non-technical)** requiring urgent attention in order to deal with the current challenges. These are:

1. Programme and project implementation management support for all Capital Infrastructure Programmes managed by COGTA KZN
2. Implementation of the PWMP-KZN and Electricity Master Plan
3. Operations and Maintenance (O&M) Planning
4. Digitisation and automation of the registration, tracking and reporting processes.
5. Capacity building internally and externally.

The Professional Services Provider (PSP) shall provide a detailed Technical Approach Paper addressing all five (5) of the above areas with detailed proposed solutions for each category.

Stage 1: PPMU Establishment

The establishment of the PPMU would entail setting up internal control systems and measures. The project team must have significant experience on similar programs to facilitate a speedy establishment of the relevant procedures and systems for the program.

The Implementation of best practice programme management procedures must be put in place in order to facilitate interaction with all stakeholders and role players within the Program. This will include among others:

- Maintaining and sustaining the communication and information flow.
- Developing standard reporting mechanisms, formats and procedures to ensure control measures are adhered to.
- Assisting with the evaluation of the proposals received.

Stage 2: Implementation of PPMU

In terms of the Provincial sphere, the COGTA KZN PPMU will be responsible for the following:

No.	Outputs	Activities	Indicators
1	**Planning / Developmental Initiatives**	**Establishment of structures:** ● Setup / establish Provincial Management unit ● Support and facilitate the establishment of the municipal Project Management Units (PMU) **Sector Coordination:**	● Minutes of meetings ● Evaluation reports of IDPs ● Three-year capital plan (Municipal)

No.	Outputs	Activities	Indicators
		● PWMP-KZN ● Electricity Master Plan ● Support under COGTA projects and transfers ● O & M planning **Infrastructure Development Planning:** ● Ensure that municipal IDPs combine to form a viable development framework across the province, and are vertically integrated with the Provincial Growth and Development Strategy ● Support the determination of municipal backlogs and the provision GIS systems to support the planning process ● Ensure that IDPs give priority to the basic needs of communities and promote the social and economic development of communities ● Ensure through the IDP process - the prioritization of residential infrastructure for water, sanitation, electricity, refuse removal, streets, housing connector, and other municipal infrastructure like roads, in line with any MIG or sector policies established before the start of the municipal financial year ● Support and monitor municipalities to prepare and implement Water Services Development Plans (WSDPs) – in cooperation with DWS ● Ensure proper co-ordination between all municipal infrastructure programmes within the respective province ● Build capacity of municipalities to ensure the development of a three-year capital plan linked to its IDP and budget. **Grant Management** ● The various programmes are funded by grants to municipalities. The grants are governed by a Memorandum of Agreement between the recipient municipality and CoGTA, as well as the general principles of the annual Division of Revenue Act. The Project Managers will support municipalities in complying with the conditions of the grants. This specifically includes project scoping, feasibility, business planning, monitoring of progress and reporting. **Asset Management:** ● Build capacity of municipalities to ensure the development of a sustainable operational and maintenance programme for the three years and beyond – the cost of which is reflected within the approved three-year capital plan budget.	● Provincial Growth and Development Strategy ● Partnership agreements

No.	Outputs	Activities	Indicators
		● Build capacity of municipalities to ensure the development of a sustainable operational and maintenance programme of existing infrastructure for water, sanitation, electricity and other infrastructure – and associated budget. ● GIS systems support for the development of an efficient and sustainable asset management programme.	
2	**Facilitation with other Provincial Sector Departments** **Liaison with National Departments:**	● Establishment of Provincial Coordinating Structure (PCS) ● All sector departments participate within scope of the Provincial Municipal Infrastructure Task Team (PMITT) ● Coordination between all sector departments ● Scheduled Meetings o Regular progress meetings with PMUs (chaired by PMU manager) o Report back monthly meetings with the representative of the National Units and the PMU managers and Sector departments ● Quarterly workshops with the representative of the National Units.	● Minutes of meetings
3	**Project Management**	**Project management** ● Project scoping, ● Development of credible project schedules, ● Determination of milestones, ● Management of activities to achieve milestones, ● Remedial action to correct lapses in progress, ● Monthly reporting on progress against milestones, ● Project monitoring ● Data cleansing **Management of service providers (Consultants: engineers, project managers and ISD consultants).** ● Developing Terms of Reference ● Defining and managing the scope of work ● Determining the basis of appointment and remuneration ● Establish and convene the project steering committees ● Quality control of deliverable in line with projected milestones ● Stakeholder Management	● Provincial Treasury Planning and Reporting ● Administration, management, support under MIG ● Support under WSIG, RBIG and INEP ● O & M monitoring
4	**Monitoring and Evaluation**	Central the role of provinces is the building of institutional capacity of the municipalities to ensure the effective delivery of municipal infrastructure.	● Project viability audit reports

No.	Outputs	Activities	Indicators
		Operation and Maintenance ● Support components: o Operation and management of WTW and WWTW o Technical and non-technical losses o Planned and preventative maintenance programme o Costing and financing of operation and maintenance **Financial management:** ● Provincial treasuries must monitor municipal capital budgets, and the reporting on expenditure, while each provincial sector department will be expected to fulfil sectoral monitoring role. ● Monitoring the financial status of municipalities through Project Viability ● Monitor compliance with DORA framework **Performance:** ● Projects registered only when in compliance with prerequisite criteria. ● Progress meetings with PMUs in terms of cash flows, KPIs, etc ● Monitor programme performance reports (DORA reports, monthly reports, quarterly reports, labour intensive reports, O&M reports) which would include some of the following indicators: o Monthly cashflow performance management o Achievement of KPIs. o Achievement of LIC KPIs. o Bi-annual reports o O&M budgetary constraints ● Monitor 'M' factor - Monitor performance of municipalities in terms of; expenditure, the DORA framework and compliance to grant conditions ● Progress on removal of backlogs **Administration / Legal Compliance:** ● Legal agreement compliance by implementing control mechanisms and guidelines o Procurement procedures o MOA conditions in alignment with grant conditions ● Update and maintain national data information system at provincial and municipal level. **Extended functions:** ● Ensure adherence to the labour-intensive construction methods in terms of the EPWP guidelines agreed between Department of Public	● Minutes of meetings, Progress reports ● Performance monthly reports ● Site visit reports ● EPWP report ● O&M reports ● OH&S plans / audits ● Site visit reports

<table>
<tr><th>No.</th><th>Outputs</th><th>Activities</th><th>Indicators</th></tr>
<tr><td></td><td></td><td>Works, National Treasury and SALGA, for at least low-volume roads, sidewalks, storm-water drainage, trenching etc.
● Ensure EPWP can be distinguished from non-Labour-Intensive Projects.
● Monitor capacity constraints/ gaps
● Monitor the outputs of the municipal operation and maintenance programmes
● Monitor the adherence of OHS plans
● Project implementation progress monitoring with site meetings
● Register of site visit reports</td><td></td></tr>
<tr><td>5</td><td>Communication</td><td>● Awareness campaigns at municipal level, orientation workshops, technical workshops etc
● Media Implementation awareness articles, press releases etc
● Maintain a photographic data base of projects and events</td><td>● Media material
● Website</td></tr>
<tr><td>6</td><td>Capacity Building / Technical Support</td><td>● Promoting the development of local government capacity to enable municipalities to perform their functions.
● Facilitate the building of institutional capacity in terms of:
o Project management
o Infrastructure investment planning
o Financial management of capital budgets
o Procurement procedures (Compliance with CIDB registration conditions)
o Legal / contractual
o OHS requirements
o Labour-Intensive design and methodology
o Asset Management
o MIS data base - operation and maintenance
o MIG administration and reporting systems
o Impact assessments
● Provide GIS systems support to the planning process as well as the in the development of an efficient and sustainable asset management programme.
● Facilitate the development of municipal Occupational Health and Safety plans not only in terms of project implementation but also with respect to operation and maintenance procedures.</td><td>● Training schedules
● GIS database
● OHS reports</td></tr>
<tr><td>7</td><td>Intervention</td><td>● All national departments and their provincial counterparts retain their policy making and regulatory functions which cover the full range of</td><td><u>Reference:</u>
The Constitution of the Republic of South Africa.</td></tr>
</table>

No.	Outputs	Activities	Indicators
		municipal activity: governance, administration, planning, projects and operations. Furthermore, the departments and provinces retain their constitutional rights to intervene directly in the affairs of municipalities. ● The Municipal Systems Act also states the following: The MEC for local government in a province must establish mechanisms, processes and procedures in terms of s 155 (6) of the Constitution to: o Monitor municipalities in the province in managing their own affairs, exercising their powers and performing their functions o Monitor the development of local government capacity in the province. o Assess the support needed by municipalities to strengthen their capacity to manage their own affairs, exercise their powers and perform their functions. ● With the above in mind, intervention would be required in the following circumstances: o Non-performance of municipalities in terms of expenditure (‘M’ factor) o Non-compliance with MIG conditions and crosscutting conditions as detailed in section 8 of MIG policy framework o Non-compliance: project scope, mismanagement, misappropriation of funds, improper procurement procedures, with reporting requirements etc	Section 139, section 154 (1), section 155 (6) and section 155 (7) Reference was also made to the Municipal Systems Act - section 105 (1)(a) and section 105 (1)(b)&(c)

The PSPs proposed methodology must respond directly to the brief as well as the anticipated deliverables. It must represent the basic activities which are essential for implementation of the programme

7. Other PPMU Support to COGTA KZN

COGTA KZN will often embark on their own (funded through COGTA KZN) Capital Expenditure (CAPEX) or Operational Expenditure (OPEX) Projects which will be supported by the appointed PSP through the COGTA KZN PPMU.

The Project specific services will include (all or part thereof) of the Normal and Additional Engineering, Architecture and Quantity Surveying Services executed aligned with the following guideline documents:

1. Engineering Council of South Africa (ECSA), *“Guideline Professional Fees Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000”,* (ECSA 2021 Guidelines).

2. South African Council for the Architectural Profession (SACAP), *"Guideline Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, Act 44 of 2000",* (SACAP 2021 Guidelines).
3. South African Council for the Quantity Surveying Profession (SACQSP*), "Guideline Tariff of Professional Fees in Respect of Services Rendered by Persons Registered in Terms of the Quantity Surveying Profession Act 49 of 2000",* (SACQSP 2015 Guidelines).
4. South African Council for the Project and Construction Management Professions (SACPCMP), *"Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000"*, (SACPCMP 2019 Guidelines).

8. Digitisation Solutions

To meet the requirements of the internal COGTA KZN PPMU, *"Digitisation and automation of the registration, tracking and reporting processes"*), the PSP must provide a digitised, centralised and automated data capture process coupled with an analytics platform with real-time reporting capability for MIG and other Capital Infrastructure Projects.

The proposed must seamlessly and digitally integrate with the current National System utilised (Management Information System (MIS)) for MIG Project expenditure tracking which must be accessible to all end users (COGTA KZN and Municipalities).

The solution must be developed under the guidance of the State Information Technology Agency (SITA) to ensure regulatory compliance requirements are met.

The high-level anticipated scope of works is as follows:

1. **Provincial Analytics Capability**

- Review current data collection processes
- Optimise current processes in the form of revised templates
- Create consolidated data store process
- Implement Qlik Sense Business
- Build analytics apps & visualisations
- Gather reporting requirements and build Proof of Concept (POC)

2. **Automate Provincial and Municipal Desktop Processes**

- Gather all as-is processes for MIG (level 5 detail)
- Optimise current processes
- Create product backlog (process prioritisation)
- Deploy RPA software
- Automate and test prioritised processes
- Gather requirements for web platform backend automation & automate selected processes

3. **Enhance MIDS Platform and Roadmap for Other Grant Types**

- Gather and analyse as is state of MIDS
- Produce gap analysis
- Update technical specs
- Update UX/UI (document and wireframes)
- Alternate platform recommendation (eg. MS Power Platform)
- Deploy selected solution/ update code of existing solution
- Integrate Analytics and RPA
- Produce roadmap for other grants

9. PROJECT RESOURCES

The appointment of the successful PSP will be for a period of three (3) years. The Department requires a team with:

a) Economic development and spatial planning expertise, engineering expertise, quantity surveying expertise and project management expertise (recognized qualification/s and professional registration).

b) Experience in implementation of similar programmes at local, provincial or national level.

c) Good understanding of public legislation in particular local government and related public finance provisions e.g., MFMA; PFMA; DORA, CIDB, National Treasury Standard for Infrastructure Procurement & Delivery Management.

d) Deep knowledge of relationships between various spheres of government and related political linkages.

e) Fully acquainted with previous processes adopted in Programmes such as CMIP, MIG, PRT, PMRG, EPWP and must have successfully worked at / or with all levels of government on these Programmes

f) Good track record in terms of success in similar programmes.

g) Skills in project and programme management.

h) Sound knowledge of the KZN Province in terms of geographical orientation, demographics and population dynamics.

10. Eligibility Criteria

The following minimum resources and expertise are required for tender evaluation purpose. Bidders must meet all the requirements in the eligibility criteria, failure to meet any one of the requirements will lead to disqualification.

NO.	PERSONNEL	QUALIFICATIONS AND EXPERIENCE	PROOF TO BE SUBMITTED
1	Lead Engineer (Civil)	• A Bachelor's Degree in Civil Engineering (BEng Civil)	• Certified copy of original Qualification
		• Professional Registration with ECSA as a Professional Engineer (Pr Eng)	• Certified copy of ECSA Registration as Pr Eng

NO.	PERSONNEL	QUALIFICATIONS AND EXPERIENCE	PROOF TO BE SUBMITTED
		● 10 years post qualification relevant experience in Programme and Project management in the built environment ● Extensive experience in managing and supervising infrastructure projects ● Proven experience in the development of systems and processes. ● Excellent knowledge of water resources management. ● Proficiency in compiling a range of technical reports.	● Submit CV with three (3) signed references not older than 5 years that illustrates design and project management in Infrastructure projectsSigned and Certified copy of CV
2	Lead Engineer (Mechanical)	● A Bachelor's Degree in Mechanical Engineering (BEng Mech) or equivalent	● Certified copy of Qualification
		● Professional Registration with ECSA as a Professional Engineer (Pr Eng)	● Certified copy of ECSA Registration as Pr Eng
		● 10 years post qualification relevant experience in the built environment ● Extensive experience in managing and supervising infrastructure projects ● Proven experience in the development of systems and processes. ● Excellent knowledge of municipal infrastructure ● Proficiency in compiling a range of technical reports.	● Submit CV with three (3) signed references not older than 5 years that illustrates design and project management in Infrastructure projects
3	Lead Engineer (Electrical)	● A Bachelor's Degree in Electrical Engineering (BEng Elec) or equivalent	● Certified copy of Qualification
		● Professional Registration with ECSA as a Professional Engineer (Pr Eng)	● Certified copy of ECSA Registration as Pr Eng
		● 10 years post qualification relevant experience in the built environment ● Extensive experience in managing and supervising infrastructure projects ● Proven experience in the development of systems and processes. ● Excellent knowledge of municipal infrastructure ● Proficiency in compiling a range of technical reports.	● Submit CV with three (3) signed references not older than 5 years that illustrates design and project management in Infrastructure projects

<table>
<tr><th>NO.</th><th>PERSONNEL</th><th>QUALIFICATIONS AND EXPERIENCE</th><th>PROOF TO BE SUBMITTED</th></tr>
<tr><td rowspan="3">4</td><td rowspan="3">Project Managers
(x 5 of)</td><td>● A Bachelor's Degree or Bachelors of Technology in Engineering or
● A Bachelor's Degree or Bachelors of Technology in Project Management</td><td>● Certified copy of original Qualification</td></tr>
<tr><td>● Professional Registration with SACPCMP as a Professional Construction Project Manager (PrCPM); or
● Registration as a Professional Project Manager (PMP) with PMI</td><td>● Certified copy of SACPCMP Registration
or
● Certified copy of PMP Registration</td></tr>
<tr><td>● 7+ years post qualification relevant experience in Programme and Project management in the built environment
● Extensive experience in managing and supervising infrastructure projects
● Proven experience in the development of systems and processes.
● Excellent knowledge of water resources management.
● Proficiency in compiling concept papers and a range of technical reports.</td><td>● Submit CV with three (3) contactable references</td></tr>
<tr><td rowspan="3">5</td><td rowspan="3">Engineering Technicians
(x 5 of)</td><td>● A Bachelor's Degree in Engineering (BEng) or equivalent
or
● Bachelor of Engineering Technology in Engineering (BEng Tech)</td><td>● Certified copy of Qualification</td></tr>
<tr><td>● Professional Registration with ECSA as a Professional Engineer
or
● Professional Registration with ECSA as a Professional Engineering Technologist</td><td>● Certified copy of ECSA Registration as Pr Eng
or
● Certified copy of ECSA Registration as Pr Tech Eng</td></tr>
<tr><td>● 3+ years post qualification relevant experience in Programme and Project management in the built environment
● Experience in managing and supervising infrastructure projects
● Proven experience in the development of systems and processes.
● Proficiency in compiling a range of technical reports.</td><td>● Submit three completion certificates in infrastructure projects relating to road, water, electrification, building, sanitation or storm water Signed and Certified copy of CV</td></tr>
<tr><td>6</td><td></td><td>● A Bachelor's Degree in Accounting (B.Acc)</td><td>● Certified copy of Qualification</td></tr>
</table>

NO.	PERSONNEL	QUALIFICATIONS AND EXPERIENCE	PROOF TO BE SUBMITTED
	Municipal Finance Expert	● Professional registration as a Chartered Accountant CA (SA) or ● Professional registration as a Chartered Financial Analyst (CFA). ● Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body.	● Certified copy of SAICA Registration as CA (SA) or ● Certified copy of CFA Society SA Registration as CFA and ● Certified copy of membership with CIPFA or similar public-sector professional body
		● 7+ years post qualification overall experience within any of the following areas: Municipal Finance Management, Management Accounting, Revenue Management, Debt Management, Credit Control, and Financial Analysis	● Submit CV with three (3) contactable references
7	Quantity Surveyor	● Accredited programmes approved by the South African Council for the Quantity Surveying Profession (SACQSP) Standards	● Certified copy of Qualification
		● Professional registration as a Professional Quantity Surveyor (PrQS)	● Certified copy of SACQSP Registration as PrQS
		● 7+ years post qualification overall experience within the built environment	● Submit CV with three (3) contactable references
		● Professional registration with SACPCMP as a Professional Construction Health and Safety Agent (PrCHSA)	● Certified copy of SACPCMP Registration as PrCHSA
		● 7+ years post qualification overall experience within the built environment	● Submit CV with three (3) contactable references
8	GIS and Planning	● Accredited programmes approved by the South African Geomatics Council (SAGC)	● Certified copy of Qualification
		● Professional registration with SAGC as a Professional GISc Practitioner (Pr GISc)	● Certified copy of SAGC Registration as Pr GISc
		● 7+ years post qualification overall experience within the built environment	● S Submit CV with three (3) contactable references
9	Social Facilitator	● National diploma or degree in Humanities and Development Studies or Social Services)	● Certified copy of Qualification
		● 7+ years post qualification overall experience within the built environment	● Submit CV with three (3) contactable references
10	Company Experience	● Minimum of 10 years' experience	● Submit three completion certificates in infrastructure projects relating to road, water,

NO.	PERSONNEL	QUALIFICATIONS AND EXPERIENCE	PROOF TO BE SUBMITTED
			electrification, building, sanitation or storm water

NB. BIDDERS MUST SUBMIT ORIGINAL CERTIFIED COPIES OF DOCUMENTS AND NOT COPIES OF CERTIFIED COPIES.

11. ADDITIONAL RESOURCES

When quotations are requested the below resources maybe required, it is anticipated that the software solutions delivery team will consist of the minimum following resources:

- Project and Change Manager
- Digital Delivery Lead Engineer
- 2 x Senior Developers
- Data Scientist/Engineer
- Client Domain Expert
- Project Support Analyst
- Health and safety

Resource Requirements and Provisions

In executing the outputs of the service, the PSP must ensure that they are adequately resourced in terms of:

- Office base with secretarial services
- Computer and e-mail facilities
- GPS equipment
- GIS Software and compatible equipment
- All equipment pertaining to site assessment and measurements
- Cell phones for resources allocated to the project
- Appropriate vehicles

Software Requirements

The service provider shall further provide proof (licenses) of their other available software for implementation of the Project. These should include, at the minimum, the following licenses:

- MS Suite including MS Projects
- AutoCAD AEC Suite
- REVIT
- ARCGIS

- Digitisation and software solution proposed by the PSP
- Digsilent powerfactory
- Power office

12. QUALITY CONTROL

It is expected that the appointed PSP has an understanding of proper quality control processes and procedures. An ISO 9001 certification is therefore required, and will be used as criteria for points on functionality.

Proof of ISO 9001 certification is required.

13. INSTITUTIONAL ARRANGEMENTS

The successful bidder will report to the Project Manager within COGTA KZN.

The bidder will also be required to work with the Directors and Project Managers who are well versed with project locations and district municipalities, stakeholders, protocols of where projects will be implemented.

14.TRANSFER OF SKILLS

It will be a requirement for this bid that the successful PSP must provide mentoring of municipalities and where necessary, their contractors and skills transfer to KZN COGTA officials.

Assessment will be done on the basis of a questionnaire to be completed by municipalities and contractors as well as programme management officials and Traditional Councils.

15. CONTRACT PERIOD

The duration of the contract is 36 months

16.VALIDITY PERIOD

The bid must remain valid for a period of 120 days.

17.CONCLUSION

COGTA KZN has a major responsibility in ensuring that it achieves the Departmental outcomes, including service delivery to the previously disadvantages communities of the KZN Province.

It is through programmes such as this, that COGTA KZN will be able to create employment through infrastructure service delivery and poverty alleviation.

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:

<u>EXAMPLE FORMAT</u>

FRONT SIDE OF ENVELOPE

Name and address of bidder:	XYZ Consultants, PO Box 1234, Durban 4000
Bid/Quotation Number:	**ZNT 2056/2024 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:	**29 November 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

APPENDIX 2

RETURNABLE DOCUMENTS

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

PDF COPY OF PROPOSAL ON A DISC (COMPULSORY)

ANNEXURE "B"

GENERAL CONDITIONS OF CONTRACT[3]

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

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.

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TABLE OF CLAUSES

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

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(iii) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
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TABLE OF CLAUSES

43. Packing
44. Delivery and documents
45. Insurance
46. Transportation
47. Incidental services
48. Spare parts
49. Warranty
50. Payment
51. Prices
52. Contract amendments
53. Assignment
54. Subcontracts
55. Delays in the supplier's performance
56. Penalties
57. Termination for default
58. Dumping and countervailing duties
59. Force Majeure
60. Termination for insolvency
61. Settlement of disputes
62. Limitation of liability
63. Governing language
64. Applicable law
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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government 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.

ELIGIBILITY CRITERIA

1. LEAD ENGINEER (CIVIL)

2. LEAD ENGINEER (MECHANICAL)

3. LEAD ENGINEER (ELECTRICAL)

4. PROJECT MANAGERS (X 5 OF)

5. ENGINEERING TECHNICIANS (X 5 OF)

6. MUNICIPAL FINANCE EXPERT

7. QUANTITY SURVEYOR

8. GIS AND PLANNING

9. SOCIAL FACILITATOR

10. COMPANY EXPERIENCE