INVITATION TO TENDER

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT PROGRAMME FOR A PERIOD OF 24 MONTHS

Tender No**: ZNT 2072/2026 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.**

DATE: 30 JULY 2026 *(COMPULSORY BRIEIFING MEETING)*

TIME: 10:00 am

VENUE: 66 SHORTTS RETREAT, PROVINCIAL DISASTER MANAGEMENT CENTRE, AUDITORIUM, MKONDENI, PIETERMARITZBURG, 3201

CLSING DATE: 18 AUGUST 2026

CLOSING TIME: 11:00 am

TABLE OF CONTENTS

SECTION		CONTENTS	PAGE
Section A –K– Standard Bid Documentation	**Part A**	Invitation to Tender	3-4
	Part B	Terms and Conditions for Bidding	5
	Section: A	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms & enquiries	6-7
	Section: B	Registration on the Central Supplier Database (CSD)	8
	Section: C	Declaration that information on the CSD is current and up to date	9
	Section: D	Pricing Schedule (SBD 3)	10
	Section: E	Bidders Disclosure (SBD 4)	11-13
	Section: F	Preference Points Claim Form (SBD 6.1)	14-17
	Section: G	Conditions of Contract	18-19
	Section H	Authority to sign a bid	20
	Section: I	Special Conditions of Contract	21-26
	Annexure: A	Specification	27-46
	Appendix 1	Details for completion	47
	Appendix 2	Returnable Documents	48
	Annexure B	General Conditions of Contract	49-65

PART A
INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**ZNT 2072/2026 LG**	**CLOSING DATE:**	**18 AUGUST 2026**	**CLOSING TIME:**	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT PROGRAMME FOR A PERIOD OF 24 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS					
13^{TH} FLOOR, LIFT AREA, NORTH TOWER					
NATALIA BUILDING, 330 LANGALIBALELE STREET					
PIETERMARITZBURG, 3200					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms Lindiwe Madlala	CONTACT PERSON	Mr. Mthobisi Khumalo
TELEPHONE NUMBER	033 2608194	TELEPHONE NUMBER	071 603 4197
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za	E-MAIL ADDRESS	Mthobisi.khumalo@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 2608194

Fax: 086 642 8873/ 033 342 8830

Email: lindiwe.madlala@kzncogta.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Mthobisi Khumalo

Unit: Spatial Planning

Tel: 071 603 4197

E-mail address: Mthobisi.khumalo@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
PRICING PAGE – FIRM PRICES
(SERVICES)

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:18 AUGUST 2026 @ 11:00 VALIDITY PERIOD: **120 DAYS**

TENDER NO: ZNT 2072/2026LG	**PERIOD : 24 MONTHS**
APPOINTMENT OF A SERVICE PROVIDER TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT PROGRAMME FOR A PERIOD OF 24 MONTHS	NAME AND ADDRESS OF BIDDER(FIRM) ………………………………………………………… ………………………………………………………… ………………………………………………………… TEL:…………………………………………………… FAX:……………………………………………………
DOES OFFER COMPLY WITH THE SPECIFICATION? *If not, furnish details of deviation in space provided for "Remarks"*	YES / NO *(Delete which is not applicable)*
TOTAL BID PRICE ** (ALL APPLICABLE TAXES INCLUDED)	***R***
BID PRICE IN WORDS ** (ALL APPLICABLE TAXES INCLUDED)	
REMARKS (If any):	……………………………………………… (Signature of Bidder) DATE: ………………………………………

	....……… (Signature of Witness) DATE:...………..

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

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

SECTION E

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**

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.

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

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

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.

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 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 F

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

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

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

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)
51% or more owned by people with disabilities	10	
51% or more black ownership by people who are youth	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

(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: ………………………………………………………

SECTION G

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 H

AUTHORITY TO SIGN A

BID

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

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

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

……

hereby authorise Mr/Mrs/Ms ……

acting in the capacity of ……

whose signature is ……

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

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

SECTION I
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 F)

2.2.2 Declaration certificate for local production and content for designated sectors (SECTION I)

2.2.3 Conditions of Bid (SECTION M)

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

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

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ACCEPTANCE OF BID

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

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

3.2 APPEALS

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

3.3 AMENDMENT OF CONTRACT

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

3.4 CHANGE OF ADDRESS

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

3.5 COMMUNICATION

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

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

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

3.6 COMPLETENESS OF BID

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

3.7 COMPLETION OF SPECIFICATION

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

3.8 CONDITIONS OF BID

3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
3.8.2 No bid received by telegram, telex, or facsimile will be considered.
3.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
3.8.5 Bidders must provide the following particulars about themselves as part of the bid:

3.8.5.1 Where they have their Headquarters
3.8.5.2 Where they have their Regional Office.
3.8.5.3 Name, address and telephone number of bankers together with their bank account number.
3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

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

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

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

3.11 CONFIDENTIALITY

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

3.12 CONTRACT PERIOD

3.12.1 There contract period shall remain in force for a period of 24 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 tendering, 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 Traditional 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 **3.26** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.22 CENTRAL SUPPLIERS DATABASE

2.22.1 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.

3.22.2 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

3.24.1 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

3.25.1 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

3.26.1 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

3.27.1 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

BRIEFING SESSION

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

BID NO: **ZNT 2072/2026 LG**

GOODS/ SERVICE DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT PROGRAMME FOR A PERIOD OF 24 MONTHS

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

ON BEHALF OF: ....

ATTENDED THE COMPULSORY BRIEFING SESSION ON the **30 July 2026 at 10:00 am** at **66 SHORTTS RETREAT ROAD, PROVINCIAL DISASTER MANAGEMENT CENTRE, AUDITORIUM, MKONDENI, PIETERMARITZBURG, 3201** 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:

TOR TO SOURCE SERVICE PROVIDERS TO UNDERTAKE PROJECT MANAGEMENT SERVICES AND INVESTIGATE THE INSTITUTIONAL ARRANGEMENTS FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT OFFICE (PMO) FOCUSSED ON SUPPORTING PROVINCIAL GOVERNMENT, MUNICIPALITIES AND TRADITIONAL AUTHORITIES TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT IN KZN

Contents

1. PURPOSE 31
2. BACKGROUND TO THE EASTERN SEABOARD 31
3. PROBLEM STATEMENT: CURRENT INSTITUTIONAL ARRANGEMENTS 32
4. CHALLENGES 32
5. OBJECTIVES OF THE ASSIGNMENT 33
6. SCOPE OF WORK 34
7. PROJECT MILESTONES 39
8. PROJECT GOVERNANCE STRUCTURE 41
   8.1. Project Management Team 41
   8.1.1 Roles and Responsibilities 41
   8.1.2 Composition of PMT 41
   8.2. Establishment of the PSC 41
   8.3. Role and Responsibilities of the PSC 42
   8.4. Composition of the PSC 42
9. REPORTING AND PERFORMANCE MANAGEMENT 42
10. CONTRACT PERIOD 43
11. RESOURCE REQUIREMENTS AND PROVISIONS 43
12. SUBMISSION REQUIREMENTS 43
13. LIMITATIONS AND AUTHORITY 43
14. TEAM COMPOSITION AND MINIMUM PROFESSIONAL REQUIREMENTS .. 44
15. BID EVALUATION
16. COMPULSORY BRIEFING
17. PRICING SCHEDULE

1. PURPOSE

1.1. The purpose of this Terms of Reference (TOR) is to appoint a suitably qualified and experienced multidisciplinary service provider to undertake Project Management Services and Investigate the Institutional Arrangements for the Establishment of a Project Management Office (PMO) to support KwaZulu-Natal CoGTA in the coordination, preparation, packaging, monitoring and acceleration of implementation of the KwaZulu-Natal component of the Eastern Seaboard Development (ESD) Regional Spatial Development Framework.

1.2. The Project Management Services will provide programme management, project preparation, stakeholder coordination, land access facilitation, investment readiness, reporting, secretariat and skills-transfer support to KZN CoGTA, municipalities, Traditional Authorities and relevant sector stakeholders.

2. BACKGROUND TO THE EASTERN SEABOARD

2.1. The President, His Excellency Cyril Ramaphosa, in his 2019 State of the Nation Address, outlined a vision to build new post-apartheid cities and towns to redress the spatial legacy of apartheid. This vision calls for integrated spatial planning, sustainable housing, economic revitalisation of rural and township areas, and coordinated public investment.

2.2. The Eastern Seaboard Development (ESD) is a flagship initiative under this vision, coordinated through the District Development Model (DDM), promoting integrated intergovernmental planning, budgeting, and implementation between KwaZulu-Natal and the Eastern Cape.

2.3. The Eastern Seaboard Development has been declared as a region on 20 June 2022 in terms of Section 19 of SPLUMA (Act no. 16 of 2013). The Region, covering an area spanning the southern coastline of the KwaZulu-Natal (KZN) and northern part of the Eastern Cape (EC) Provinces and spans across four (4) Districts and seventeen (17) Local Municipalities:

- **KwaZulu-Natal**
  - **Ugu District:** uMdoni LM, uMzumbe LM, Ray Nkonyeni LM, uMuziwabantu LM
  - **Harry Gwala District:** Johannes Phumani Phungula LM (former uBuhlebezwe), Dr Nkosazane Dlamini Zuma LM, Greater Kokstad LM, uMzimkhulu LM
- **Eastern Cape**
  - **Alred Nzo District:** Matatiele LM, Winnie Madikizela-Mandela LM, Ntabankulu LM, Umzimvubu LM
  - **Or Tambo District:** Ingquza Hill LM, King Sabata Dalindyebo LM , Mhlontlo LM, Nyandeni LM, Port St. Johns LM

2.4. The vision for the Eastern Seaboard Development is to leverage the untapped opportunities presented between KwaZulu-Natal and Eastern Cape coastline to stimulate change to its spatial economy for the improved livelihoods of all its people in the Region, in a way that is responsible, inclusive, smart and sustainable. In addition, there is a need for government to acutely focus its collective resources to urgently address development in the region to ensure access of services to the poorest communities, to properly promote the value proposition of the region's investment potential and employment opportunities that can be unearthed through the development smart "city" principles in terms of equitable access, efficiency and opportunities for improved and sustainable livelihoods.

3. PROBLEM STATEMENT: CURRENT INSTITUTIONAL ARRANGEMENTS

3.1. The ESD Programme is currently being advanced through a multi-stakeholder environment involving national, provincial, district, local and traditional governance structures.

3.2. A Regional SDF has been developed and approved, as guided by SPLUMA, and key strategic objectives guide the nature of key regional programmes and projects required to be implemented at a regional level. The ESD RSDF provides the strategic spatial framework, while municipalities, sector departments and public entities hold different implementation mandates for planning, infrastructure, land administration, economic development, environmental management and service delivery.

3.3. A Special Purpose Vehicle (SPV) has been proposed as a long-term implementation mechanism for the ESD Programme. However, the SPV is not established or operationalized by the regional stakeholders. This has created an interim implementation gap in relation to coordination, project ownership, project preparation, investment packaging, land access facilitation, monitoring and structured reporting.

3.4. In the absence of a dedicated operational support mechanism, ESD project identification and implementation efforts remain fragmented across institutions. A number of initial projects have been identified through various processes; however, many require further diagnostic assessment, regionalisation, prioritisation, feasibility screening, land-readiness assessment, regulatory unblocking and investment packaging before they can progress toward implementation.

3.5. The problem to be addressed through this assignment is therefore the absence of a dedicated PMO mechanism to coordinate and support the transition of ESD priorities from strategic planning into implementation-ready, investment-facing and monitorable project pipelines in KwaZulu-Natal, while maintaining alignment with Eastern Cape counterparts and the broader regional objectives of the ESD Programme.

4. CHALLENGES

4.1. **Institutional Implementation Gap:** The slow progress in establishing the proposed Special Purpose Vehicle (SPV), which is intended to serve as the long-term implementation agent for the Eastern Seaboard Development (ESD) Programme, has created an interim gap in the structured identification, preparation, and packaging of regional catalytic projects.

4.2. **Limited Progress and Regionalisation of Catalytic Projects**: While KZN CoGTA has initiated the identification of catalytic projects, there has been limited measurable progress in advancing these initial projects toward implementation readiness. Several identified initiatives remain locally focused and lack clearly defined regional linkages required to unlock land access, support land-use management processes, and achieve meaningful catalytic impact.

4.3. **Limited Capacity for Project Packaging and Investment Readiness:** There is limited dedicated technical capacity to support the preparation of development initiatives into investment-ready proposals, including feasibility-level documentation required to engage development finance institutions and potential investors.

4.4. **Fragmented Stakeholder Engagement and Social Facilitation**: Stakeholder engagement across municipalities, Traditional Authorities, sector departments, and local communities has not been consistently undertaken through a structured social facilitation approach. This has limited coordinated identification of development priorities and reduced the progression of regionally significant initiatives.

4.5. **Funding and Budget Constraints Affecting Project Implementation:** Limited and uncoordinated budget allocation for ESD-related initiatives has constrained the advancement of identified projects and reduced the overall pace of implementation within the region.

4.6. **Inter-provincial alignment**: Alignment between KwaZulu-Natal and Eastern Cape ESD implementation processes require strengthening to ensure a consolidated regional pipeline, complementary projects and coherent regional investment messaging.

5. OBJECTIVES OF THE ASSIGNMENT

The objectives of the assignment are to:

5.1. To appoint a suitably qualified and experienced multidisciplinary service providers to undertake Project Management Services and Investigate the Institutional Arrangements for the Establishment of a Project Management Office (PMO) to support KZN CoGTA in coordinating the implementation of the KwaZulu-Natal component of the ESD Programme.

5.2. Undertake a diagnostic assessment of the existing ESD project pipeline and identify and guide and support the redressing of these barriers affecting feasibility, land access, regulatory readiness, project ownership, funding readiness and implementation.

5.3. Support the KZN ESD team to further identify and prepare selected high-impact regional projects and/or programmes for implementation and investment through concept refinement, investment-readiness assessment, investor sounding, project memoranda and transaction planning, guided by point 5.6 below.

5.4. Facilitate structured engagement and co-ordination with Traditional Authorities, municipalities, sector departments, agencies, investors, development finance institutions and other implementation partners around the existing projects and in the identification and packaging of additional projects and programmes.

5.5. Support land access facilitation, land optimisation, land administration and identification of quick-win land parcels for market testing through public and private investment.

5.6. The PMO must ensure that all work is aligned with the ESD RSDF objectives and proposals, including:

Objective 1: Sustainable and resilient natural resources

Outcome: A resilient and healthy environment that can be enjoyed and leveraged sustainably

Proposal 1: Maintain and protect sensitive environments.
Proposal 2: Resilient and climate sensitive design.

Objective 2: Viable and inclusive spatial transformation

Outcome: Using spatial targeting to improve quality of life through sustainable human settlements, accessibility, urban form and hierarchy

Proposal 3: Encourage spatial transformation by promoting development in accordance with the spatial hierarchy.
Proposal 4: Spatial targeting for human settlement development.
Proposal 5: Manage urban development edges.
Proposal 6: Prioritise connectivity and enable mobility.

Objective 3: Promoting land reform

Outcome: Improve land administration and ensure that land issues do not stifle the future development of the Eastern Seaboard.

Proposal 7: Localised Integrated Land Service Office (LILSO).

Proposal 8: Enabling land reform.

Objective 4: Smart infrastructure and service delivery.

Outcome: Strategic application of "smart" principles for improved implementation of infrastructure and service delivery in the region.

Proposal 9: Upgrade the services in underserved areas.

Proposal 10: Create a digitally connected region.

Proposal 11: Inclusive smart development.

Objective 5: Productive urban and rural economy

Outcome: A productive economy that leverages off the region's urban and rural endowments in key catalytic sectors.

Proposal 12: Support the Wild Coast SEZ

Proposal 13: Promote and support the economy and full value chains in key sectors (agri-economy, oceans and aqua economy)

Proposal 14: Enable small town regeneration.

Proposal 15: Prioritise skills development.

5.7. To support the ESD team to consider the medium-to-long-term institutional implementation institutional options.

6. SCOPE OF WORK

6.1. The appointed Service Provider shall establish and operate a multidisciplinary service providers to undertake Project Management Services and Investigate the Institutional Arrangements for the Establishment of a Project Management Office (PMO) to provide technical, coordination, project preparation, investment-readiness and implementation-support services for the KwaZulu-Natal component of the Eastern Seaboard Development Programme.

6.2. Institutional Arrangements for the Establishment of a Project Management Office (PMO) shall not replace existing government structures or assume the statutory responsibilities of municipalities, sector departments, Traditional Authorities or any future Special Purpose Vehicle.

6.3. The Project Management Services shall operate as a technical and facilitative support mechanism to assist KZN CoGTA and relevant stakeholders to unblock, package and advance priority regional development projects. The scope of work shall be structured around the following four Deliverables:

6.4. DELIVERABLE 1: Diagnostic Assessment of the Existing ESD Project Pipeline

Key Question: What are the best project pipeline options to secure investor interest in ESD projects that would successfully secure funding for projects?

6.4.1. The PMO shall undertake a diagnostic assessment of the existing ESD project pipeline, with specific focus on the twelve identified priority projects. The diagnostic assessment shall include:

6.4.2. Assessing the current status and readiness of the twelve (12) identified priority projects.

6.4.3. Identifying the key barriers affecting the feasibility, packaging and implementation readiness of each project, including:

- unclear project ownership;
- land access and tenure constraints;
- limited feasibility information;
- infrastructure dependencies;
- regulatory and approval requirements;
- funding gaps;
- regional framing;
- Institutional coordination.

6.4.4. Categorising projects according to readiness, regional significance, implementation potential and alignment with the ESD RSDF objectives.

6.4.5. Preparing a project pipeline diagnostic report, including recommendations on which projects should be prioritised, repackaged, consolidated, deferred or further investigated and provide monthly monitoring reports on progress for all projects.

6.4.6. Support the existing Project teams to overcome the identified barriers or suggest and establish how to establish a Project team where none exists.

DELIVERABLE 1 is to comprise at least the following:

The compilation of a diagnostic report which is to identify the current ESD project /programme pipeline and propose an efficient and effective project/programme pipeline.

1.1 The diagnostic report is to analyse the gaps, challenges and obstacles and provide solutions to the current projects / programmes.

1.2 The diagnostic report is to analyse the projects (programmes) and identify the criteria to be used, to analyse the studies that have been undertaken and their value, to analysis potential studies required to ensure projects can be successfully package for investment, development and maintenance.

1.3 The diagnostic report is to identify the project /programme Life cycle options and alternatives.

1.4 This report is also to investigate and identify necessary steps to package projects and provide systematic processes and procedure/s required to be followed to ensure investment and development.

1.5 This report is to identify investors for the 12 projects (if not secured) and to engage consult and participate with potential investors with the aim to securing funding.

1.6 Consultation and participation reporting will be associated with this report.

6.5. DELIVERABLE 2: Identifying, Unblocking, Packaging and Advancing additional Regional Priority Projects

Key Question: How can investor supported Regional Projects/programmes in the Traditional Authority areas, Local Municipality, Secor Department investments and be identified, unblocked, packaged to secure funding for projects?

6.5.1. The PMO shall support the identification, unblocking, refinement, packaging and advancement of priority ESD projects toward implementation and investment readiness and document such. This shall include:

6.5.1.1. Working with relevant project teams, municipalities, Traditional Authorities, sector departments, development agencies and other stakeholders to address identified project constraints. This will require documenting the stakeholders and outcomes of engagements.

6.5.1.2. Supporting municipalities and Traditional Authorities in facilitating land access processes required for identified projects and document consultations and participation with private public partners such outcomes and agreements, including:

- identification of land ownership and tenure status;
- confirmation of land availability;
- facilitation of preliminary land access discussions;
- identification of land leasing, acquisition, exchange or release requirements;
- identification of land-related risks;
- support with preparation of land-related documentation required for implementation.
- Identifying the key studies to be undertaken which could include feasibility, cost benefit analysis and supply and demand studies.

6.5.1.3. Engage with Private Sector to identify and package projects and document consultations and participation with private and public partners on the outcomes and agreements.

6.5.1.4. Recommending practical administrative or institutional fixes to unblock projects and improve implementation readiness.

6.5.1.5. Preparing a refined and investment-ready project pipeline for agreed priority projects that align with the key sectors identified in the RSDF including, but not limited to:

- agriculture and agro-processing;
- tourism and heritage;
- ocean economy;
- logistics and connectivity;
- small-town regeneration;
- rural economic development.

DELIVERABLE 2 is to comprise at least the following:

Deliverable 2.1: The compilation of a report that investigates and identifies, unblocks, packages and advances additional Regional Priority Projects for public projects in the ESD.

- This report is to include a consultation and participation report documenting engagements with identified public sector departments (public investors) to establish the types of regional projects /programmes which have a high probability to secure financing.
- The report should also provide a guideline on potential procedures, processes to streamline project identification from investment and development towards a Standard Operating procedure for projects and programs and a project prospectus and best scenario project pipeline.
- The aim is to also create an ESD Guideline on investment partners and likely projects and programmes that will attract investment.

Deliverable 2.2: To develop a Prospectus for Public funded projects in the ESD.

Deliverable 2.3: To develop a Training Manual which would identify training /capacity requirements to ensure the identification of Regional Priority Projects, assessment criteria, preconditions for project packaging and the types of assessment and requirements needed for Regional Projects within the ESD

6.6. DELIVERBALE 3: Investor Identification, engagements and sounding out investors with the intention of securing funding for and Market Sounding for Regional Projects/programmes

Key Question: How can investors be identified, engaged and sounded to support Regional Projects/programmes to secure funding for projects?

6.6.1. The word "***Regional***" implies projects/ programmes which align to the ESD objectives and have a potential impact and range within Harry Gwala and Ugu Districts but may also extend to the Eastern Cape Districts of Alfred Nzo and OR Tambo.

6.6.2. The PMO shall conduct targeted investor sounding for projects with potential to progress toward implementation.

6.6.3. Facilitating engagements with potential investors, development finance institutions, public entities, sector departments and development partners on agreed projects.

6.6.4. Preparing investor memoranda, investment prospectuses and transaction plans for agreed high-impact projects.

6.6.5. Supporting preparation for investment platforms, showcases or summits aimed at profiling priority ESD projects.

6.6.6. Facilitating cross-provincial collaboration with the Eastern Cape ESD team to support complementary regional projects and a coherent regional pipeline.

DELIVERABLE 3 is to comprise the following:

Deliverable 3.1: The compilation of a report that investigates and identifies, investors to engage and sound out on Regional Priority Projects for the ESD.

- This report is to include a consultation and participation report documenting engagements with identified investors to establish the types of regional projects /programmes which have a high probability to secure financing.
- The report is to identify what incentives would entice private sector to invest in Regional projects/programmes within the ESD.
- The report should also provide a guideline on potential procedures, processes to streamline project identification from investment and development towards a Standard Operating procedure for projects and programs and a project prospectus and best scenario project pipeline.
- The aim is to also create an ESD Guideline on investment partners and projects and programmes that will attract investment.

Deliverable 3.2: To develop a Prospectus of packaged regional priority projects for the ESD to be presented and marketed at Investor and development conferences.

Deliverable 3.2: To develop a Training Manual which would identify training /capacity requirements to ensure the identification of Regional Priority Projects, assessment criteria, preconditions for project packaging and the types of assessment and requirements needed for Regional Projects within the ESD.

6.7. DELIVERABLE 4: Investigation into PMO Coordination, Governance Support and Transitional Planning

What options and scenarios can be suggested for institutional arrangements that combine both Public and Private Investors to ensure a social compact approach to the project pipeline for the Eastern Seaboard?

6.7.1 The Project Management Team shall provide coordination, reporting, governance and transition support to strengthen implementation of the ESD Programme. This shall include:

6.7.1. Maintaining an updated ESD project pipeline database, including project status, ownership, risks, funding status, implementation dependencies and required decisions.

6.7.2. Supporting structured stakeholder engagement with municipalities, Traditional Authorities, Local Houses of Traditional and Khoisan Leaders, sector departments, development agencies, investors and community representatives on the agreed projects and programmes.

6.7.3. Producing a PMO work plan and skills transfer plan to support capacity building within KZN CoGTA and relevant ESD stakeholders.

6.7.4. Serving as the technical and administrative secretariat to the KwaZulu-Natal ESD Project Steering Committee

6.7.5. Preparing monthly progress reports and quarterly performance reports against approved milestones and deliverables.

6.7.6. Preparing a PMO transition and close-out plan to ensure that systems, templates, project records, pipeline tools and institutional knowledge are transferred into government or an approved long-term implementation structure.

6.7.7. Prepare an organisational structure (organogram) and clearly defined functions that will be suitable to support and sustain the work that has already been initiated.

DELIVERABLE 4 is to comprise at least the following:

Deliverable 4: A report would need to delve into:

- The options of institutional arrangements required to create a PMO and how to transition from a PMO to a Formal funded regional structure that is partly self-sustainable over the short term, medium term and long Term.
- To identify the key functions, roles and responsibilities and mandates that such a structure should perform in order to create a project / program pipeline which engages public and private sector on investment opportunities and secures investment after sound project packaging and investigations are undertaken.
- Identify the relevant qualification, skills and experience required to achieve such institutions including the salary structures.

- In addition, this report will indicate how engagements with key stakeholders (National and Provincial and Entities as well as Private sector are envisaged and how regular feedback and information collation, reporting and dissemination of the like are envisaged.

7. PROJECT MILESTONES

7.1 It must be noted that some deliverable may run in parallel

Phases	**Key Deliverables**	**Reporting System**	**Timeframes (Some phases and products will run parallel)**
Phase 1: Inception of Project	1. Inception Report approved by PMT 2. Stakeholder Engagement Strategy Report 3. Risk Register Report 4. Draft Capacity building and Skills Transfer Plan 5. PMO Workplan	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	1 Month (Month1)
Phase 2: Diagnostic Assessment of the 12 existing ESD Project Pipeline Proposed Project / Programme Pipeline for ESD projects	1. Project Pipeline Assessment Tool 2. Diagnostic Assessment Report of the 12 existing ESD Projects and their project Pipeline. 3. A Consultation and participation Report related to phase 2: 1 and 2 products above. 4. Report on a recommended Project / Programme Pipeline for the 12 ESD projects.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	3 Months (Months 2-4)
Phase 3: Packaging and Readiness Support for ESD Regional priority projects/ programmes	1. Report on a recommended Project / Programme Pipeline for the 12 ESD projects 2. Report on the Regional Priority Projects identified and Packaged. 3. Report on approach to Regional projects requiring further informative studies and justification, analysis and preparation support. 4. A Consultation and participation Report related	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	5 Months (Months 3-7)

Phases	Key Deliverables	Reporting System	Timeframes (Some phases and products will run parallel)
	to phase 3: 1 -3 products above.		
Phase 4: Investor Identification and Sounding	1. Report on Investor identification and Sounding 2. Report on Investor Prospectus and marketing 3. Refinement of the ESD Project Pipeline. 4. A Consultation and participation Report related to phase 4: 1 -3 products above.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	8 Months (Months 4- 21)
Phase 5: Institutional Arrangements, Skills Transfer and PMO Transition	1. Report on the recommended institutional arrangements required for a dedicated office to identify, package ESD Regional Projects. 2. A Consultation and participation Report related to phase 5 product above.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	4 Months (Months 4-Months 21)
Phase 6: Product endorsement, Packaging and Dissemination	1. Final Diagnostic Assessment Report of the 12 existing ESD Projects and their project Pipeline and outcome of Regional Priority Projects identified, Packaged and monitored for investor support with recommended best options for a project pipeline or pipelines (various scenarios) 2. Final Report on Investor identification and Sounding and Investor Prospectus, packages projects and marketing 3. Final recommended Capacity building and Skills Transfer Report and Plan for project / programme packaging and investor support. 4. Final Institutional arrangements Report on	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	2 Months (Months 22-23)

Phases	Key Deliverables	Reporting System	Timeframes (Some phases and products will run parallel)
	the approach to setting up a dedicated office for managing projects in the ESD Nested within each report will be a consultation and participation report on who was consulted and what was the agreement reached or outcome.		
Phase 7: Closure of PMO project	Project Closure Report	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	1 Month (Month 24)
			24 Months (Products managed in parallel)

8. PROJECT GOVERNANCE STRUCTURE

8.1. Project Management Team

8.1.1 Roles and Responsibilities

- The Director: Spatial Planning shall Chair the PMT
- The Purpose is to provide guidance and direction for the duration of the project and to vet the products before further dissemination.
- Monthly progress reporting

8.1.2 Composition of PMT

- COGTA Spatial Planning
- COGTA LED
- KZN MISA representative
- Representatives from the District Harry Gwala and District Ugu
- Department of Economic Affairs (Of EDTEA)
- Service Provider Team leader and support team

8.2. Establishment of the PSC

8.2.1. A Project Steering Committee (PSC) shall be established to provide strategic oversight, coordination and guidance for the implementation of the Eastern Seaboard Development (ESD) brokering and facilitation assignment.

8.2.2. The PSC shall be formally established within one (1) month of the commencement of the contract.

8.2.3. The Project management Services shall serve as the secretariat to the PSC and shall support agenda setting, meeting coordination, records, decision tracking, issue escalation and progress monitoring.

8.3. **Role and Responsibilities of the PSC**

The PSC shall be responsible for:

8.3.1. Providing strategic oversight and guidance for the implementation of the assignment.
8.3.2. Reviewing and approving key deliverables
8.3.3. Monitoring progress against agreed milestones and deliverables.

8.4. **Composition of the PSC**

The PSC shall consist of representatives from the following institutions:

8.4.1. National Government

- Department of Co-operative Governance
- Municipal Infrastructure Support Agency
- Department of Land Reform and Rural Development (Land Affairs)
- DLRRD (Spatial Planning)
- National Treasury

8.4.2. Provincial Government

- KZN CoGTA
- KZN EDTEA
- KZN Department of Transport
- KZN Treasury
- KZN Department of Public Works

8.4.3. **Municipal Government**

- uGu District Municipality
- Harry Gwala District Municipality
- District Development Agencies
- Local Municipalities

8.4.4. Traditional Leadership

- Manager of Local Houses of Traditional and Khoisan Leaders (LHTKL) in Ugu and Harry Gwala

8.4.5. Project Team

- ESD Programme Project Manager (CD: Municipal Planning and CD: LED)
- Appointed Brokering and Facilitation Experts

8.5. The PSC may co-opt additional stakeholders where required.

9. REPORTING AND PERFORMANCE MANAGEMENT

9.1. The Project management Services will report administratively to KZN CoGTA and functionally through the PMT and PSC
9.2. Key reporting requirements:

- Monthly progress reports (as per 5.2.5)
- Quarterly performance review meetings
- Final project completion report

9.3. Performance will be measured against approved deliverables, quality of outputs, adherence to timelines, responsiveness to PSC decisions, and evidence of skills transfer.

10. CONTRACT PERIOD

10.1. The contract period will be twenty-four (24) months from the date of appointment.

10.2. The contract may be extended by up to six (6) months subject to performance and mutual agreement between the parties.

11. RESOURCE REQUIREMENTS AND PROVISIONS

11.1. The service provider must provide their own:

- IT equipment and communication tools
- Transport for field engagements
- Administrative support where required

11.2. Resources to be provided by the department:

- COGTA will secure office space to work from Cogta offices for the duration of the contract.

12. SUBMISSION REQUIREMENTS

- Technical proposal and method statement;
- Company profile and proof of relevant organisational experience;
- CVs and certified qualifications of proposed team members;
- Reference letters and evidence of similar assignments;
- Project experience schedule;
- Pricing schedule in the format provided in this TOR;
- Tax compliance and all mandatory procurement documentation required by the department.

13. LIMITATIONS AND AUTHORITY

13.1. The Project Management Services shall have no authority to commit the department, municipalities, Traditional Authorities, sector departments, investors or any other institution to funding, procurement, land transactions or binding investment decisions.

13.2. The Project Management Services shall not replace the mandates of municipalities, sector departments, Traditional Authorities, public entities or statutory decision-making bodies.

13.3. All final investment, project approval, budget allocation, procurement, land release, land acquisition, lease, disposal and regulatory decisions shall remain with the legally authorised institutions.

13.4. The role of the Project Management Services is limited to technical support, facilitation, coordination, advisory input, project preparation, reporting and secretariat services.

14. TEAM COMPOSITION AND MINIMUM PROFESSIONAL REQUIREMENTS

14.1 The appointed Service Provider shall designate a suitably qualified and experienced Project Manager as the Team Lead for this assignment including a skilled Investment / Transaction Specialist, Social Facilitator / Stakeholder Engagement Specialist and Project Officer / Data Capturer / PMO Administrator.

14.2 The Project Manager must also demonstrate access to additional technical support resources comprising technical and professional skills that maybe required during the course of the project. These may include, but are not limited to financial management, engineering, planning, monitoring and evaluation, governance, and other specialist competencies. In this regard the Project manager must :

14.2.1 Provide a schedule of proposed resources, clearly indicating the qualifications, experience and the applicable billing rates for each category of expertise.

14.2.2 Provide a schedule of proposed resources, clearly indicating qualifications, experience, and applicable billing rates for each category of expertise;

14.2.3 Ensure that all resources meet the minimum competency requirements specified in the bid document;

14.2.4 Deploy team members as and when required, at the discretion of the Project Manager, based on the specific needs of each project or assignment;

14.2.5 Only utilise resources for actual work performed, and such utilisation must be approved by the Employer/Department.

15. EVALUATION CRITERIA

Bidders must meet the minimum requirements in the table below, failure to meet the minimum requirements will result in disqualification.

	Resource Required	Qualifications Requirements	Skills Required	Evidence required
1.	Head / Team Leader	• Degree in one or more of the following: • Project Management • Town and Regional Planning • Development studies	• Experience in programme management, regional development, • Experience in managing Provincial/Regional projects • Experience in Coordination of multi-disciplinary teams. • Minimum of 10 years' experience as team leader	• CV • Proof of Multidisciplinary co-ordination • 3 written references of similar contracts not older than 10 years • Registration Required: Project Management South Africa (PMSA) • Company Profile/ Consortium profile
2.	Investment / Transaction Specialist	• Degree in one or more of the following: ➢ Finance ➢ Economics,	• experience in investment facilitation, project finance, transaction advisory, funding proposal	• CV • Proof of investment facilitation, large project packaging

	Resource Required	Qualifications Requirements	Skills Required	Evidence required
		➢ Investment Management ➢ Business Development ➢ Finance Development	development or public-private project structuring. • Minimum of 10 years' experience as Investment / Transaction Specialist	and funding proposals • 3 Reference letters not older than 10 years • Registration Required:
3.	Social Facilitator / Stakeholder Engagement Specialist	• Degree, diploma or certificate in one or more of the following: ➢ Social Sciences, ➢ Community Development ➢ Public Participation, Development Studies or related field.	• experience in community engagement and facilitation, • experience in Traditional Authority engagement, stakeholder facilitation, • conflict resolution and social facilitation for development projects. • managing multi-stakeholders • Minimum of 5 years' experience as Social Facilitator	• CV • 3 Reference letters not older than 10 years
4.	Project Officer / Data Capturer / PMO Administrator	• Diploma or degree in one or more of the following: ➢ Project Administration ➢ Information Management ➢ Planning Support or related field.	• experience in project administration, document management, data capturing, meeting coordination, progress tracking and dashboard support. • Minimum of 5 years' experience as Project Officer / Data Capturer / PMO Administrator	• CV • 3 Reference letters not older than 10 years
5	Additional Technical Support Resources as Required	The Service Provider team should show access to following Qualified Skills sets: • Land legal • Engineering • Quantity Surveyor (SACQSP registration) • Environmental (EAPASA/SACNASP)	All Technical Skills over 10 years' experience	• Letters confirming access to additional technical resources. • Proof of applicable registration

	Resource Required	Qualifications Requirements	Skills Required	Evidence required
		• GIS (PLATO registered)		

16. COMPULSORY BRIEFING

16.1 All bidders are to attend the compulsory briefing session.

17. PRICING SCHEDULE

The Department has concluded a preliminary costing for the project. In this regard, an approximate average total budget of R 2,900,000.00 has been determined for the project.

Phases	Key Deliverables /products	Reporting System	Timeframes (Some phases and products will run parallel)	Fees
Phase 1: Inception of Project	1. Inception Report approved by PMT 2. Stakeholder Engagement Strategy Report. 3. Risk Register Report 4. Draft Capacity building and Skills Transfer Plan 5. Project management Workplan and gantt chart.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	1 Month (Month 1)	%
Phase 2: Diagnostic Assessment of the 12 existing ESD Project Pipeline Proposed Project / Programme Pipeline for ESD projects	1. Project Pipeline Assessment Tool 2. Diagnostic Assessment Report of the 12 existing ESD Projects and their project Pipeline. 3. A Consultation and participation Report related to phase 2: 1 and 2 products above. 4. Report on a recommended Project / Programme Pipeline for the 12 ESD projects.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	3 Months (Months 2-4)	%

Phases	Key Deliverables /products	Reporting System	Timeframes (Some phases and products will run parallel)	Fees
Phase 3: Packaging and Readiness Support for ESD Regional priority projects/ programmes	1. Report on the Regional Priority Projects identified and Packaged. 2. Report on approach to Regional projects requiring further informative studies and justification, analysis and preparation support. 3. A Consultation and participation Report related to phase 3: 1 - 3 products above.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	5 Months (Months 3-7)	%
Phase 4: Investor Identification and Sounding	1. Report on Investor identification and Sounding. 2. Report on Investor Prospectus and marketing. 3. Refinement of the ESD Project Pipeline. 4. A Consultation and participation Report related to phase 4: 1 -3 products above.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	8 Months (Months 4- 21)	%
Phase 5: Institutional Arrangements, Skills Transfer and PMO Transition	1. Report on the recommended institutional arrangements required for a dedicated office to identify, package ESD Regional Projects. 2. A Consultation and participation Report related to phase 5 product above.	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	4 Months (Months 4- Months 21)	%
Phase 6: Product endorsement, Packaging and	1. Final Diagnostic Assessment Report of the 12 existing ESD Projects and	Monthly PMT meetings at which a Monthly report of progress will be presented by the	1 Months (Months 22-23)	%

Phases	Key Deliverables /products	Reporting System	Timeframes (Some phases and products will run parallel)	Fees
Dissemination	their project Pipeline and outcome of Regional Priority Projects identified, Packaged and monitored for investor support with recommended best options for a project pipeline or pipelines (various scenarios). 2. Final Report on Investor identification and Sounding and Investor Prospectus, packages projects and marketing. 3. Final recommended Capacity building and Skills Transfer Report and Plan for project / programme packaging and investor support. 4. Final Institutional arrangements Report on the approach to setting up a dedicated office for managing projects in the ESD Nested within each report will be a consultation and participation report on who was consulted and what was the agreement reached or outcome.	appointed Service Provider Quarterly PSC / Technical Core team		
Phase 7: Closure of PMO project	Project Closure Report	Monthly PMT meetings at which a Monthly report of progress will be presented by the appointed Service Provider Quarterly PSC / Technical Core team	1 Month (Month 24)	%
			24 Months (Products	

Phases	Key Deliverables /products	Reporting System	Timeframes (Some phases and products will run parallel)	Fees
			managed in parallel)	

APPENDIX 1

DETAILS FOR COMPLETION OF AN ENVELOPE FOR A BID/QUOTATION

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

EXAMPLE FORMAT

FRONT SIDE OF ENVELOPE	
Name and address of bidder:	XYZ Consultants, PO Box 1234, Durban 4000
Bid/Quotation Number:	**ZNT 2072/2026LG**
Description:	
APPOINTMENT OF A SERVICE PROVIDER TO UNLOCK INVESTMENT IN THE EASTERN SEABOARD DEVELOPMENT PROMME FOR A PERIOD OF 24 MONTHS	
Closing date:	**18 AUGUST 2026**
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 13th 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 COMPLETE PROPOSAL ON A DISC/ USB (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

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties

23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

35. Definitions
36. Application
37. General
38. Standards
39. Use of contract documents and information; inspection
40. Patent rights
41. Performance security
42. Inspections, tests and analysis
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 fulfilment of other obligations stipulated in the contract.

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

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

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

34 Prohibition of Restrictive practices

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

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

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

Js General Conditions of Contract (revised July 2010)