



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

ZNT 2/25/26: WIMS NO 058377: THE APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED TRANSACTIONAL ADVISOR TO UNDERTAKE A COMPREHENSIVE FEASIBILITY STUDY FOR THE DEVELOPMENT, REFURBISHMENT, OPTIMISATION AND MAINTENANCE OF THE EXISTING ESPLANADE GOVERNMENT BUILDING (EGB).

The KZN Department of Public Works and Infrastructure invites bids from suitably qualified and experienced Transactional advisors to undertake a comprehensive feasibility study for the development, refurbishment, optimisation and maintenance of the existing Esplanade Government Building (EGB) using public sector comparator and PPP reference models.

The evaluation criteria are divided into three phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION E	PRICING SCHEDULE
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION K	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered as non-responsive.

Only bidders who comply with Phase one will be progress further and will be evaluated further for phase two of the evaluation process.

2. PHASE 2 : FUNCTIONALITY CRITERIA

NO	CRITERIA	SCORING	TOTAL SCORE
1.	PROJECT LEADER – PPP Specialist		20
	a) Qualifications		
	Academic qualifications of the Project Leader: Degree in finance, engineering, economics or any other relevant management field accompanied by relevant experience in leading PPP	5 = Masters and above 4 = Honours Degree/Relevant registration 3 = Degree 2 = National Diploma 1 = Recognized formal certificate (NQF 5) or less 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience		
	Submission of a comprehensive CV which clearly indicates the following:		
	<ul style="list-style-type: none"> - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 15 years 	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5
	<ul style="list-style-type: none"> - Proven experience in coordinating the work of the entire Transactional advisory team 	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5
	<ul style="list-style-type: none"> - Experience in project management and leading a multidisciplinary team 	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
2.	FINANCE LEAD		15
	<p>a) Qualifications Management accountant, Professional Registration with SAICA, 10 years' experience in finance (financial modelling, and project financing)</p> <p>A Degree in Finance, Accounting or equivalent</p>	<p>5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0= Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p>	5
	<p>b) Skills and experience</p> <p>Submission of a comprehensive CV which clearly indicates the following:</p> <ul style="list-style-type: none"> - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years 	<p>5 = more than 10 years 4 = 5 to 10 years 3 = 3 to 5 years 2 = 1 to 3years 1 = less than 1 year 0 = No relevant or related experience</p>	5
	<ul style="list-style-type: none"> - Proven experience in the role played 	<p>5 = more than 10 years 4 = 5 to 10 years 3 = 3 to 5 years 2 = 1 to 3years 1 = less than 1 year 0 = No relevant or related experience</p>	5
3.	LEGAL ADVISOR		15
3.1	<p>a) Qualifications Legal Lead</p>	<p>5 = LL.M or above (NQF 9) 4 = Postgraduate LLB (NQF 8) 3 = Legal Degree (NQF 7) plus Admission 2 = Legal Degree (NQF 7) 1 = Relevant Legal Diploma (NQF 6) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p>	5

NO	CRITERIA	SCORING	TOTAL SCORE
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: <ul style="list-style-type: none"> - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years 	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
	<ul style="list-style-type: none"> - Proven experience in the role played 	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
4.	TECHNICAL ADVISORS		40
	a) Qualifications Technical Lead – Construction Professional Registration with ECSA (Professional Engineers only) or Architect : Professional Architect registered with SACAP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: <ul style="list-style-type: none"> - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years 	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0= No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
	a) Qualifications Engineer: Professional Registration With ECSA (Pr.Eng / Pr.Tech Eng are acceptable),	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
	a) Qualifications Quantity Surveyor, with Professional Registration with SACQSP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
	a) Qualifications Architect: Professional Architect registered with SACAP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
5.	PROPOSED METHODOLOGY		10
	The submission of a detailed proposed methodology clearly indicating defined timelines on how the 3-5 months contract period will be achieved. The methodology to be accompanied by a Ghant Chart	5= detailed methodology with timelines 5 = Submission of a Ghant chart talking to the submitted methodology	5 5
TOTAL POINTS			100

The minimum qualifying score for is 70 out of 100 points for functionality. Only bidders who score 70 points and above will be considered further.

3. PHASE 3: SPECIFIC GOALS

The following specific goals are applicable for this tender and the points allocated is indicated per the table below:

The specific goals allocated points in terms of this tender are as follows:	Applicable or Not Applicable	Number of points allocated (80/20 system)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	YES	5
"Ownership by People who are Youth Documentary Proof Required: 1) Certified copy of Identity Document/s 2) SANAS Approved B-BBEE Certificate	YES	5
"Exempted Micro-Enterprise (EME's) Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths"	YES	5
"Promotion of enterprises located in the eThekweni Municipal area for work to be done or services to be rendered. Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"	YES	5

5. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to: scmenquiries@kznworks.gov.za

Technical enquiries may be directed to:

Mr D Le Roux: Tel No (033) 355 5619/ [email:danie.leroux@kznworks.gov.za](mailto:danie.leroux@kznworks.gov.za)

6. COMPULSORY BRIEFING SESSION

Bidders to note that a tender briefing meeting will not be convened. All queries related to this bid document can be submitted to scmenquiries@kznworks.gov.za; quoting the relevant ZNT number as a reference by no later than **28 July 2025**. Consolidated responses will be tabulated and posted on the departmental website on **29 July 2025** where this tender has been advertised for all prospective bidders to take note of.

7. COLLECTION OF BID DOCUMENT

Bid documents can be obtained at no cost from Departmental Website www.kznworks.gov.za / or from the E-Tender Portal. Should bidders require a hard copy of the bid document, payment of R330.00 is to be made as per banking details below. Proof of payment is to be produced upon collection of the bid document. Bids documents can be collected from 191 Prince Alfred Street, Pietermaritzburg on weekdays from 09h00am to 15h00.

Account Details:

Account Name	:	KZN PROV GOV-WORKS
Bank Name	:	Standard Bank
Account Number	:	052106446
Bank Code	:	Business Cheque
Reference No.	:	14019605

8. CLOSING OF BID:

The closing date and time for receipt of Tenders is 4 August 2025 at **11:00 am**.

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the KZN Department of Public Works and Infrastructure
O.R. Tambo House Building 191 Prince Alfred Street
Pietermaritzburg
3200

9. NON-COMPULSORY VIEWING OF THE BUILDING

Kindly note that if you wish to view the building, arrangements have been made for viewing on 24 July 2025 at 11h00am at the Esplanade Government Building (EGB).

Bidders must confirm in writing by no later than 18 July 2025 to both the following email addresses: scmenquiries@kznworks.gov.za and danie.leroux@kznworks.gov.za as to whether they will be viewing the building.

Viewing the buildings is not compulsory and bidders are at liberty to decide whether they wish to view the buildings or not.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS					
BID NUMBER:	ZNT 02/25/26: WIMS NO 058377	CLOSING DATE:	4 AUGUST 2025	CLOSING TIME:	11h00
DESCRIPTION	THE APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED TRANSACTIONAL ADVISOR TO UNDERTAKE A COMPREHENSIVE FEASIBILITY STUDY FOR THE DEVELOPMENT, REFURBISHMENT, OPTIMISATION AND MAINTENANCE OF THE EXISTING ESPLANADE GOVERNMENT BUILDING (EGB).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public Works: Head Office 191 Prince Alfred Street ,3202					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms A Sewmohan		CONTACT PERSON	Mr D Le Roux	
TELEPHONE NUMBER	033 355 455		TELEPHONE NUMBER	033 -355 5619	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	akashnee.sewmohan@kznworks.gov.za		E-MAIL ADDRESS	danie.leroux@kznworks.gov.za	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

PART B TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

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

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

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.

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

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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

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

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

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

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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa 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 initialed.
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. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
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 have, 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.

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

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

....., WHO

REPRESENTS (state name of bidder)

.....CSD Registration

Number.....

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

Applicable		Not Applicable	x
------------	--	----------------	---

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work: _____

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: / /

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature

SECTION E

SBD 3.3

PRICING SCHEDULE (Professional Services)

APPLICABLE	x	NOT APPLICABLE	
------------	---	----------------	--

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

BID PRICE INCLUDING VAT: R

AMOUNT IN WORDS:

.....

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

SECTION F
BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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

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.

(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 G

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

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

1. GENERAL CONDITIONS

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

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

1.2 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.

1.3 **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

1.4 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.

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

2. DEFINITIONS

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

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

3. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

The specific goals allocated points in terms of this tender are as follows:	Applicable or Not Applicable	Number of points allocated (80/20 system)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	YES	5
"Ownership by People who are Youth Documentary Proof Required: 2) Certified copy of Identity Document/s 2) SANAS Approved B-BBEE Certificate	YES	5
"Exempted Micro-Enterprise (EME's) Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths"	YES	5
"Promotion of enterprises located in the eThekwinini Municipal area for work to be done or services to be rendered. Documentary Proof Required: 2) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"	YES	5

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

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____ %

Black Disabled % = _____ %

Black Unemployed % = _____ %

Black People living in Rural areas % = _____ %

Black Military Veterans % = _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION H

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	x	NOT APPLICABLE	
------------	---	----------------	--

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;

Bidders declaration;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
 accept your bid under reference numberdated.....for the rendering of services
 indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the
 contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

 1

 2

 DATE:

SECTION I

GENERAL CONDITIONS OF CONTRACT

Definitions

The following terms shall be interpreted as indicated:

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

“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.

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

“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.

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

“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.

“Day” means calendar day.

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

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

“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.

"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.

”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.

“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.

“GCC” means the General Conditions of Contract.

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

“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 subBidders) 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.

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

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

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

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

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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.

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

Application

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.

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

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

General

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.

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

Standards

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

Use of contract documents and information; inspection.

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.

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.

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.

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.

Patent rights

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.

Performance security

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.

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.

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 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 a cashier's or certified cheque

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.

Inspections, tests and analyses

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

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 Bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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. 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.

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.

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.

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.

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

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.

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.

Delivery and documents

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.

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

Insurance

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.

Transportation

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

Incidental Services

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

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

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.

Spare parts

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:

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
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Warranty

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.

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.

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

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.

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.

Payment

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

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

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.

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

Prices

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.

Contract amendments

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

Assignment

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.

Subcontracts

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.

Delays in the supplier's performance

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.

If at any time during performance of the contract, the supplier or its subBidder(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.

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.

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.

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.

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.

Penalties

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.

Termination for default

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:

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;

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

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

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.

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.

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.

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.

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

the name and address of the supplier and / or person restricted by the purchaser;

the date of commencement of the restriction

the period of restriction; and

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.

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

each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 Bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Bidder 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.

Force Majeure

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.

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.

Termination for insolvency

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.

Settlement of Disputes

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.

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.

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

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

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

the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

the purchaser shall pay the supplier any monies due the supplier.

Limitation of liability

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

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

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

Governing language

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.

Applicable law

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

Notices

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

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.

Taxes and duties

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

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

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.

National Industrial Participation (NIP) Programme

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

Prohibition of Restrictive practices

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 Bidder(s) was / were involved in collusive bidding (or bid rigging).

If a bidder(s) or Bidder(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.

SECTION J
SPECIAL CONDITIONS OF CONTRACT

1. As a service provider has already been appointed, the Transactional advisor will be required to compile the necessary submissions to obtain approval of TA:II and TA:III in line with Treasury Regulation 16.
2. The Transactional advisor will also be required to assist the Department in the final negotiations with the preferred bidder. This will involve categorising issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching agreement.
3. The Transactional advisor must ensure that all agreements reached with the appointed service providers are incorporated into all the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence.
4. The Transactional advisor must, in close liaison with the Department, draft a comprehensive PPP agreement management plan for the project.
5. The Transactional advisor is to ensure that the feasibility study for the development, refurbishment, optimisation and maintenance of the existing Esplanade Government Building (EGB) is completed in line with the specifications within a period of 3-5 months

SECTION K

AUTHORITY TO SIGN A BID

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

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERS HIP	(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, a separate list should be attached)

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: In a case of a Sole proprietor, a director may appoint himself/herself 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 L

TERMS OF REFERENCE/ SPECIFICATION

1. INTRODUCTION

The KZN Public Works and Infrastructure is part of Public Administration that is governed by basic democratic values and principles including but not limited to the promotion and management of high standards of professional ethics, responding to people's needs and using resources efficiently, economically and effectively.

The Department has made it one of their goals to be a capable implementation agent of choice by efficiently responding to all Provincial Departments' needs for building and property management services through acquisition, construction, maintenance and disposal of Public Land and Buildings.

2. BACKGROUND

The Esplanade Government Building (EGB) is a state owned building within the Durban CBD which was previously occupied by several state Departments. The building has however been vacant for a number of years and is in a state of disrepair.

This building is seen as a valued state asset which has great potential to alleviate government reliance on hired buildings in Durban.

It is therefore the intention of the Department to enter into a PPP contract to renovate the existing building and to re-instate its use as office accommodation for a number of client Departments who are currently in leased buildings.

The Department is therefore wanting to appoint a suitably qualified Transactional advisor to undertake a feasibility study for the development refurbishment and optimisation and maintenance of this building.

3. SCOPE OF WORK

The Transactional Advisor/s will be required to produce a comprehensive feasibility study for the development, refurbishment, optimisation and maintenance of the existing Esplanade Government Building and the maintenance of building using public sector comparator and PPP reference models. This study must enable KZN DPWI to determine:

- Full project life cycle costs
- affordability limits
- risks and their costs/ contingencies
- optimal value-for-money methods of delivery

It is a requirement of the Department that the Transactional Advisor is to provide the necessary **Transactional advisory support which is in compliance with all elements of National Treasury Regulation 16 of the Public Finance Management Act (PFMA).**

The Transactional advisor to ensure that the feasibility study for the development, refurbishment, optimisation and maintenance of the existing Esplanade Government Building (EGB) is completed in line with the specifications within a period of 3-5 calendar months.

4. DELIVERABLES REQUIRED OF THE TRANSACTIONAL ADVISOR FOR THE PPP FEASIBILITY STUDY

- 4.1 The Transactional Advisor is required to produce, in close liaison with the client KZN DPWI, a comprehensive feasibility study for Project. The feasibility study needs to clearly demonstrate affordability for the full project cycle and propose the optimal value-for-money solution for the KZN DPWI, to achieve its desired outcomes.
- The feasibility study is to be conducted in compliance with National Treasury's PPP Manual, available on www.treasury.gov.za or on www.gtac.gov.za

4.1 Components of the feasibility study

In line with National Treasury's PPP Manual, Module 4: PPP Feasibility Study, the feasibility study must include the following:

4.1.1 Introduction

- Covering letter
- Executive summary
- Introduction
- Project background
- Approach and methodology to the feasibility study

4.1.2 The feasibility study should include the following reports:

- Needs analysis
- Institution's strategic objectives
- Budget
- Institutional analysis
- Output specifications
- Scope of the project
- High level conditional survey assessment of the existing building and facilities

4.1.3 Solution options analysis

- Options considered
- Evaluation and assessment of each option
- Summary of evaluation and assessment of all options considered
- Recommendation of a preferred option

4.1.4 Project due diligence

- Legal due diligence
- Land use rights
- Regulatory matters
- Technical due diligence
- Site and property issues
- Site enablement and readiness
- Socio-economic and BBBEE

4.1.5 Value and risk assessment

- PSC and PPP financial models
- Technical definition of project
- Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax etc
- Discussion on proposed PPP type
- Proposed PPP project structure
- Payment mechanism
- Summary of results from the PSC and PPP reference model

- Risk assessment
- Comprehensive risk matrix for all project risks
- Summary of the institution's retained and transferable risks
- The NPV of all risks (retained and transferable) to be added onto the base PSC model
- The NPV of all retained risks to be added onto the PPP reference model
- Risk-adjusted PSC and PPP models

4.1.6 Implementation plan

Draft a plan for the project to financial close out and implementation including:

- Indicative timetable
- Approvals that will be required
- Challenges anticipated
- Project key stakeholders and their roles and responsibilities

4.1.7 Presentation of the feasibility study

The feasibility study, comprising all the above deliverables, must be compiled in a single report in Word format (with relevant annexures), and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages. The feasibility study must be presented with a thorough executive summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by the Department's management for decision-making purposes.

4.2 Submission requirements for the Feasibility Study Report and request for Treasury TA1

The Transactional Advisor is required to work with the KZN DPWI to compile the submission for the approval of the TA1 from Treasury.

4.3 PPP PROCUREMENT DELIVERABLES

The Transactional Advisor is required to work with the KZN DPWI to manage the financial close out as set out for PPPs in Treasury Regulation 16 and using National Treasury's PPP Manual and Standardised PPP Provisions. The Transactional Advisor will then have to deliver the following:

4.3.1 PPP agreement negotiations, PPP Agreement Management Plan and Treasury Approval III

The Transactional Advisor must assist the KZN DPWI in final negotiation with the awarded bidder. This will involve preparing suitable negotiations teams, developing timelines for completion, and planning negotiation processes for reaching financial close out. The Transactional Advisor must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence.

The final terms of the agreements, each as negotiated with the preferred bidder, must be submitted by KZN DPWI, along with the PPP agreement management plan for the refurbishment of the office accommodation. The Transactional Advisor is responsible for compiling the necessary submissions for KZN DPWI to obtain TA 111 approval. (See Treasury Regulation 16.6. I(a).)

The Transactional Advisor must ensure that a comprehensive legal due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence and capacity to enter into the PPP agreement.

4.3.2 PPP Agreement signature, close-out report and case study, and financial closure

The Transactional Advisor must assist KZN DPWI with all functions related to signing the final agreement.

The Transactional Advisor must also compile a comprehensive close-out report and case study. These must follow the formats prescribed in Module 5: PPP Procurement of National Treasury's PPP Manual and must incorporate any additional factors that may be required by KZN DPWI.

The close-out report will be a confidential document of KZN DPWI and will also be lodged with National Treasury. The case study will become a public document, made available on various government websites.

5. EVALUATION CRITERIA

The evaluation criteria is divided into three phases:

5.1 PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

The bid submitted must be complete in all respects.

The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION E	PRICING SCHEDULE
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION K	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered as non-responsive and will not be evaluated further.

Only bidders who comply with Phase one will be progress further and will be evaluated further for phase two of the evaluation process.

5.2 PHASE 2 : FUNCTIONALITY CRITERIA

NO	CRITERIA	SCORING	TOTAL SCORE
1.	PROJECT LEADER – PPP Specialist		20
	a) Qualifications		
	Academic qualifications of the Project Leader: Degree in finance, engineering, economics or any other relevant management field accompanied by relevant experience in leading PPP	5 = Masters and above 4 = Honours Degree/Relevant registration 3 = Degree 2 = National Diploma 1 = Recognized formal certificate (NQF 5) or less 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience		
	Submission of a comprehensive CV which clearly indicates the following:		
	- A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 15 years	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5
	- Proven experience in coordinating work of the entire Transactional advisory team	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5
	- Experience in project management and leading a multidisciplinary team	5 = more than 15 years 4 = 10 to 15 years 3 = 5 to 10 years 2 = 3 to 5 years 1 = less than 3 years 0 = No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
2.	FINANCE LEAD		15
	<p>a) Qualifications Management accountant, Professional Registration with SAICA, 10 years' experience in finance (financial modelling, and project financing)</p> <p>A Degree in Finance, Accounting or equivalent</p> <p>b) Skills and experience Submission of a comprehensive CV which clearly indicates the following:</p> <ul style="list-style-type: none"> - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years - Proven experience in the role played 	<p>5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0= Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p> <p>5 = more than 10 years 4 = 5 to 10 years 3 = 3 to 5 years 2 = 1 to 3years 1 = less than 1 year 0 = No relevant or related experience</p> <p>5 = more than 10 years 4 = 5 to 10 years 3 = 3 to 5 years 2 = 1 to 3years 1 = less than 1 year 0 = No relevant or related experience</p>	<p>5</p> <p>5</p> <p>5</p>
3.	LEGAL ADVISOR		15
3.1	<p>a) Qualifications Legal Lead</p>	<p>5 = LL.M or above (NQF 9) 4 = Postgraduate LLB (NQF 8) 3 = Legal Degree (NQF 7) plus Admission 2 = Legal Degree (NQF 7) 1 = Relevant Legal Diploma (NQF 6) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p>	5

NO	CRITERIA	SCORING	TOTAL SCORE
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years - Proven experience in the role played	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience 5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5 5
4.	TECHNICAL ADVISORS		40
	a) Qualifications Technical Lead – Construction Professional Registration with ECSA (Professional Engineers only) or Architect : Professional Architect registered with SACAP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
	a) Qualifications Engineer: Professional Registration With ECSA (Pr.Eng / Pr.Tech Eng are acceptable),	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
	a) Qualifications Quantity Surveyor, with Professional Registration with SACQSP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5

NO	CRITERIA	SCORING	TOTAL SCORE
	a) Qualifications Architect: Professional Architect registered with SACAP	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate	5
	b) Skills and experience Submission of a comprehensive CV which clearly indicates the following: - A list of at least 5 projects of similar nature, magnitude and complexity undertaken in the last 10 years	5 = above 10 years 4 = 9 years 3 = 6-8 years 2 = 5-7 years 1 = less than 4 years 0 = No relevant or related experience	5
5.	PROPOSED METHODOLOGY		10
	The submission of a detailed proposed methodology clearly indicating defined timelines on how the 3-5 months contract period will be achieved. The methodology to be accompanied by a Ghant Chart	5= detailed methodology with timelines 5 = Submission of a Ghant chart talking to the submitted methodology	5 5
TOTAL POINTS			100

The minimum qualifying score for is 70 out of 100 points for functionality. Only bidders who score 70 points and above will be considered further.

5.3 PHASE 3: SPECIFIC GOALS

The following specific goals are applicable for this tender and the points allocated is indicated per the table below.

The specific goals allocated points in terms of this tender are as follows:	Applicable or Not Applicable	Number of points allocated (80/20 system)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	YES	5
"Ownership by People who are Youth Documentary Proof Required: 3) Certified copy of Identity Document/s 2) SANAS Approved B-BBEE Certificate	YES	5
"Exempted Micro-Enterprise (EME's) Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths"	YES	5
"Promotion of enterprises located in the eThekwin Municipal area for work to be done or services to be rendered. Documentary Proof Required: 3) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"	YES	5

6. BID VALIDITY

The price submitted must be valid for a period of 120 days.

6. REMUNERATION SCHEDULE

The following remuneration schedule is set for each part of the contract. All prices should include VAT and the grand total must be carried forward to Section E – page 16.

Feasibility study		
Deliverable	Percentage	Total Cost including VAT
Completion of sections 4.1.2 to 4.1.3 (Needs Analysis and Solution Option Analysis)	30	R
Completion of section 4.1.4 (Project due Diligence)	10	R
Completion of section 4.1.5 (Value & risk Assessment)	20	R
Completion of sections 4.1.6 to 4.1.7 (implementation plan & presentation of the presentation of feasibility study)	20	R
Completion of 4.2 (Submission requirements for the Feasibility Study Report and request for Treasury TA1)	20	R
Feasibility study	100	R
PPP procurement		
Deliverable	Percentage	
Completion of 4.3.1 (PPP agreement, negotiations, PPP Agreement Management Plan and Treasury Approval III)	50	R
Completion of 4.3.2 (PPP Agreement signature, close-out report and case study, and financial closure)	50	R
PPP procurement	100	
Disbursement Costs for feasibility study and PPP Procurement "Rates for reimbursable to be in accordance with the latest National PW rates"		R200 000.00
Cost to be indicated in the final pricing schedule Refer to Form of Offer Inclusive of VAT		R