



KWAZULU-NATAL PROVINCE

EDUCATION
REPUBLIC OF SOUTH AFRICA

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Demand and Acquisition

Invitation to Tender – ZNB 0017E/2024/2025

The KwaZulu-Natal Department of Education invites suitable and capable service providers to bid for the following:

THE ESTABLISHMENT OF A PANEL FOR THE IMPLEMENTATION OF AN “AT RISK” SELF-FUNDED TURNKEY INTEGRATED WATER AND ENERGY SHARED SAVINGS CONTRACT (WESSC) ON PROPERTIES OWNED BY THE KZN DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)

The Department reserves the right to **cancel the bid**.

Bid documents are to be downloaded and printed for completion by the bidders from the Departmental Website (www.kzneducation.gov.za) and the e-Tender Portal website (www.etenders.gov.za) as from **Friday, 14 March 2025**.

Compulsory Briefing Session:

Date: Monday, 24 March 2025

Time: 10h30 am

Venue: Main Hall, KZN Training Academy (Dokkies)
321 ZK Matthews Road, Umbilo, Durban

There shall be no telephone enquiries. Any queries will be addressed at the briefing session.

Expertise / Category of work applied for:

Category	Select by ticking applicable box
Water	
Energy	

Closing of Bid:

The closing time for receipt of Tenders is **11h00am on 07 April 2025**.

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/or address will not be accepted. Bids must be neatly bound and submitted in a sealed envelope at:

**Department of Education
228 Pietermaritz Street (Ex-NED Building)
(Use turnstile Entrance)
Pietermaritzburg, 3201**

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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Definitions

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 00017E/2024/2025**.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 00017E/2024/2025**.
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
8. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).
9. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
10. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
11. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen,
 - I) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - II) who is a female; and/or
 - III) who has a disability:

Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.
12. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
13. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
14. **“Person”** includes reference to a juristic person.
15. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.

16. **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
17. **“Small Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
18. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2022.
19. **“Sub-contracting”** means the primary Service Provider’s assigning or leasing or making out work to or employing another person to support such primary Service Provider in the execution of part of a project in terms of the contract.
20. **“Youth”** mean all persons between the ages 18 to 35.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC SERVICE PROVIDER)					
BID NUMBER:	ZNB 00017E/2024/2025	CLOSING DATE:	07 APRIL 2025	CLOSING TIME:	11H00am
DESCRIPTION	THE ESTABLISHMENT OF A PANEL FOR THE IMPLEMENTATION OF AN "AT RISK" SELF-FUNDED TURNKEY INTEGRATED WATER AND ENERGY SHARED SAVINGS CONTRACT (WESSC) ON PROPERTIES OWNED BY THE KZN DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)				
228 PIETERMARITZ STREET, VISITORS ENTRANCE (TURNSTILE ENTRANCE) BID BOX, 1 ST FLOOR FOYER NEXT TO SECURITY CUBICLE PIETERMARITZBURG BETWEEN 08H00 TO 16H00					
ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms Nozizwe Makaula			Mr Nkosinathi Mncube	
E-MAIL ADDRESS	nozizwe.makaula@kzndoe.gov.za			nkosinathi.mncube@kzndoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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 SERVICE PROVIDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE SERVICE PROVIDER HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE SERVICE PROVIDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE SERVICE PROVIDER HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE SERVICE PROVIDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SERVICE PROVIDERS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

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

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

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. All pages issued with the bid document must be re-submitted with the bid at time of closure. Bidders may not remove pages from the bid document. Where a page/s is not applicable to the bidder, the bidder must indicate "N/A" on such pages.
4. Bids submitted must be complete in all respects and must be accurately completed. Bidders must ensure that all questions are answered. If questions are not applicable, bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Where the bidder is required to respond with "Yes" or "No", the bidder is required to tick the appropriate answer. If an error is made, both Yes and No must be cancelled and initialed and the appropriate response must then be written next to the cancellation. In any part of the bid document, where a bidder has to respond by choosing a section and completing a response under the chosen section, the section that is not chosen must be marked with a dash or with "N/A" and must not be left blank (*e.g. in SBD 1, Part A, a bidder is required to furnish a Tax Compliance System Pin or a Supplier Database No. The bidder must furnish one of the two requirements and put a dash or N/A on the other requirement*). Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures and company stamp must appear on all relevant sections of the document.
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. Where samples are required, 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. The Department will not be opening bids in public during the closing of the bid. Received bids will be published on the Departmental website within 10 days from date of closing.
15. 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.
16. Bidders must initial each and every page of the bid document, including pages where signatures are required and all attached schedules / supporting documents.
17. **Failure to comply with any of the above special instructions will result in the bidder being disqualified.**

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;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. 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:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Goods/Service/Work: **ZNB 00017E/2024/2025: THE ESTABLISHMENT OF A PANEL FOR THE IMPLEMENTATION OF AN “AT RISK” SELF-FUNDED TURNKEY INTEGRATED WATER AND ENERGY SHARED SAVINGS CONTRACT (WESSC) ON PROPERTIES OWNED BY THE KZN DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE YEARS (36 MONTHS) WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEARS (24 MONTHS)**

Departmental Stamp with Signature

SECTION F

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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 / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual idService Provider 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	IdService Provider 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:

.....

- 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:

.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of 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

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.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subService Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 8. 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

- 9. A cashier's or certified cheque

- 9.1 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.

10. Inspections, tests and analyses

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 10.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 10.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 10.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 10.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 10.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 10.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

11. Packing

- 11.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

12. Delivery and documents

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

13. Insurance

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

14. Transportation

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

15. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

16 Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- (c) Supplier to ensure that the equipment is protected against induced surge currents

17 Warranty

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

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

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

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

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

18 Payment

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

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

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

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

19 Prices

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

20 Contract amendments

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

21 Assignment

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

22 Subcontracts

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

23 Delays in the supplier's performance

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

23.2 If at any time during performance of the contract, the supplier or its subService Provider(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.

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

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

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

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

24 Penalties

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

25 Termination for default

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

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

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

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

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

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

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

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

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

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

26 Anti-dumping and countervailing duties and rights

26.1 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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.

27 Force Majeure

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

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

28 Termination for insolvency

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

29 Settlement of Disputes

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

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

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

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

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

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

30 Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

31 Governing language

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

32 Applicable law

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

33 Notices

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

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

34 Taxes and duties

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

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

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

35 National Industrial Participation (NIP) Programme

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

36 Prohibition of Restrictive practices

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

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. BID APPEALS TRIBUNAL

PLEASE NOTE:

As per Treasury Practice Note Number: SCM-07 of 2006, any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the E-Tender Portal and/or Departmental Website.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

Email: BATsecretariat@kzntreasury.gov.za

2. CONTRACT PERIOD

- 2.1 The contract period for this bid/panel is 3 years (36 months) with an option to extend for further 2 years (24 months).
- 2.2 The KwaZulu-Natal Department of Education reserves the right to terminate the contract should an awarded Service Provider fail to fulfil its contractual obligation in terms of this contract.
- 2.3 The contract period for each project emanating from this panel will be determined on a project-to-project basis.
- 2.4 **All equipment, hardware, software or tangible solutions installed during the contract will remain the property of the Department at the end of the contract.**

3. INFORMATION PROVIDED BY THE BIDDER

- 3.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 3.2 Any false or incorrect information, or any omission of relevant facts or any errors in the completion of the bid document and submitted supporting documents shall lead to disqualification.

4. VALIDITY OF BIDS

- 4.1 Bids must hold good for a period of **180 days** from the date of closing of the bid. However, circumstances may arise whereby the Department of Education may request the bidders to extend the validity period. Should this occur, the Department of Education will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

5. ACCEPTANCE ON THE PANEL

- 5.1 The selection of the service providers to be appointed will be subject to the criteria set out in the Evaluation Criteria and to compliance with all minimum bid requirements.

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

6. ALLOCATION OF WORK / PROCUREMENT FROM PANEL

- 6.1 The Department will apply an equitable mechanism to split work based on size and location of buildings / sites and also consider the capacity and experience of the service providers.
- 6.2 The Department will make all attempts to ensure that the splitting and allocation of work is open and fair.
- 6.3 Additional sites will be allocated at the discretion of the Department considering the capacity and performance of service providers.
- 6.4 If a service provider fails to implement within the time frames stipulated in Clause 7 below, the Department reserves the right to revoke the contract and allocate to other performing service providers.

7. SPLIT OF SAVINGS

- 7.1 Service providers shall be given a maximum of three (3) months from date of site handover to establish a baseline. The service provider shall assess the site and submit a feasibility study and proposal per site.
- 7.2 Payments will be effected after three (3) months of implementation of intervention upon the Department realizing savings.
- 7.3 The sharing or split of savings per site between the Department and the service provider will be 50/50.
- 7.4 The Department reserves the right to review the 50/50 split where deemed necessary in consultation with the appointed service provider.

8. PURCHASE ORDERS

- 8.1 Due to the nature of this contract, purchase orders will be issued on finalization and signing of SLA and will be based on projected savings per annum.

9. SERVICE DELIVERY WARRANTY

- 9.1 The awarded service provider Service Provider warrants that it is able to deliver to the satisfaction of the department.
- 9.2 The involvement of the awarded service provider Service Provider any other business or venture shall not compete or conflict with the obligations of the service provider Service Provider to provide the services to the Department in terms of this bid.

10. PAYMENT AND INVOICING

- 10.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual savings realized.
- 10.2 Payment will be made to the awarded Service Provider only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Departmental Bid Adjudication Committee.
- 10.3 Invoices must clearly indicate the order number, invoice number and comply with the VAT Act.

11. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 11.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the departmental **Bid Adjudication Committee** and the Head of the Department.

12. CANCELLATION

- 12.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to bid.

13. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 13.1 The Department will verify the Tax Compliance status of a bidder through the Central Suppliers database (CSD).
- 13.2 Bidders must ensure that their Tax matters are compliant on CSD.
- 13.3 Each party to a Joint Venture/Consortium must ensure that their Tax matters are compliant.

14. CENTRAL SUPPLIERS DATABASE (CSD)

- 14.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 14.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the Bid.
- 14.3 All information supplied in the bid document must collate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 14.4 Failure to comply with any of the above will result in the bidder being disqualified.

15. STATUTORY CHECKS

- 15.1 Central Suppliers Database
- 15.2 Tax Compliance Status
- 15.3 Business Registration
- 15.4 Tender Defaulting and Restriction Status
- 15.5 Peral Verification (Government employee)
- Any violation or non-compliance with any of the above will lead to disqualification

16. COMPLETENESS OF THE BID DOCUMENT

- 16.1 The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures and company stamp should be appended where required and documents called for should be submitted. (This section must be read together with the Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).

17. SUBMISSION OF BIDS

- 17.1 Bids are to be submitted to the offices of the Department of Education, 228 Pietermaritz Street, visitors entrance (Turnstile gate), on Mondays to Fridays, Pietermaritzburg between 08h00 to 16h00.
- 17.2 Late bids will not be accepted.
- 17.3 Documents submitted by Bidders will not be returned.

18. EXPENSES INCURRED IN PREPARATION OF BIDS

- 18.1 The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

19. COMPUTERIZED BID DOCUMENTS

- 19.1 Submission of reproduced computer printouts or faxed bid documents will not be accepted

20. LATE BIDS

- 20.1 Bids are late if they are received at the address indicated in the bid document after the closing time.
- 20.2 The bid box will be sealed off at 11:00 am and bidders are therefore advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 20.3 Late bids shall not be considered.

21. NOTIFICATION OF AWARD OF BID

- 21.1 The publication of an award will be advertised in the same media as the invitation to bid.
- 21.2 Notification of award of a bid shall be in writing to the successful bidder/s.
- 21.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

22. CONTRACT/ SERVICE LEVEL AGREEMENT

- 22.1 The successful bidder/s will be required to sign the SBD 7.1 Contract Form of the bid document and the CIDB Standard Professional Services Contract Form with the KwaZulu-Natal Department of Education.
- 22.2 The bid document constitutes a legal document and a binding contract.
- 22.3 Where necessary the Department may request a Service Level Agreement to be signed.

23. JOINT VENTURES/CONSORTIUM

- 23.1 A trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid should they wish to claim for points for specific goals.
- 23.2 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating Service Provider.

- 23.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following Nominations:-
- 23.3.1 Bank account to be used for the purpose of this Bid or Contract.
 - 23.3.2 Authorized representative and signatory.
 - 23.3.3 Authorized letterhead, address, etc.

24. COMMUNICATION, MEDIA RELEASES, ETC

- 24.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, cause any statement or advertisement to be printed screened or aired by the media.

25. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 25.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:
- 25.1.1 at the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;
 - 25.1.2 at the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
 - 25.1.3 contravention of paragraph 25.1.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

26. UNDERTAKING

- 26.1 In the event of there being any change in the nature of the Service Provider including, but not limited to, *inter alia*, It's:-
- 26.1.1 Directors, shareholdings, membership and/or management;
 - 26.1.2 Constitution, memorandum and/or articles;
 - 26.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 26.1.4 HDI, BEE and/or SMME status;
 - 26.1.5 Locality i.e. place of business, branch offices and/or warehouses;
 - 26.1.6 Any changes ancillary to the above;
- 26.2 The Service Provider undertakes, where possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.

- 26.3 Alternatively, the Service Provider undertakes that there shall be no material changes in the nature of the Service Provider for the duration of this contract, including, but not limited to, *inter alia*, the following:-
- 26.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 26.3.2 Constitution, memorandum and/or articles; trustee;
 - 26.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 26.3.4 HDI, BEE and/or SMME status;
 - 26.3.5 Locality i.e. place of business, branch offices and/or warehouses;
 - 26.3.6 Any changes ancillary to the above;
- 26.4 However, in the event of any of the above changes being anticipated, the Service Provider undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 26.5 The Service Provider furthermore undertakes to immediately inform the Department should the Service Provider, any of its directors, members, partners, service providers, subService Providers or managers:-
- 26.5.1 Has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
 - 26.5.2 Has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
 - 26.5.3 Has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
 - 26.5.4 Has died or ceased to exist;
 - 26.5.5 Has a civil judgment taken against it/them by a court of law or any other competent authority;
 - 26.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
 - 26.5.7 In the event of the Service Provider failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies:-
 - 26.5.8 Immediately cancel the contract;
 - 26.5.9 Revisit the contract and issue directives with regard to the remaining term of the contract;
 - 26.5.10 Engage the services of other parties and service providers;
 - 26.5.11 Engage the service of the next favourable bidder;
 - 26.5.12 Exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
 - 26.5.13 Recover from the Service Provider all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
 - 26.5.14 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
 - 26.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Service Provider in lieu of damages.

27. CESSION OF BID

- 27.1 As a general rule, cession of contract will not be accepted. However, in exceptional circumstances such as an order of court, the Department may consider allowing a cession of contract.
- 27.2 A service provider may however cede payments due to them from the Department to any registered entity as part of their financing of supply for goods delivered or services rendered to the Department. This must be done in consultation with the CFO and Legal Services of the Department.

28. LETTERS OF UNDERTAKING / CONFIRMATION

- 28.1 Bidders must submit letters of undertaking / confirmation of supply from OEMs (Original Equipment Manufacturers) or their approved agencies for items to be utilized in carrying out this service e.g., check meters, pressure monitoring devices, remote logging systems, software etc. The letters should confirm the items to be supplied, firm supply arrangements between the bidder and the supplier for the supply of the goods for the duration of the contract and warranties offered for each item.
- 28.2 Failure to submit valid letters for all items will lead to disqualification.

29. PERFORMANCE MONITORING

- 29.1 The Department will monitor and report on the performance of the service provider against the contract and agreed standards.
- 29.2 Performance on the contract will be monitored at regular intervals that will be agreed upon by the Service Provider and the Department of Education and performance reports should be provided.
- 29.3 Acceptance and signing of invoices by the Department of Education will be deemed as satisfactory service delivery and should be accompanied by proof e.g. a detailed report on savings, signed by a representative of the Department.
- 29.4 The Service Provider shall at all times during the contract period be held accountable to deliver in line with all contractual obligations.

30. EVALUATION CRITERIA

The evaluation criteria will consist of the following steps:

Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step one will lead to disqualification. The following documentation must be completed, each page initialed, stamped and signed (where applicable) and submitted on the closing date of the bid.

Compulsory Bid Forms	
Part A	Invitation to Bid
Part B	Terms and Conditions for bidding
Section A	Special instructions regarding completion of bid
Section B	Registration on central suppliers' database
Section C	Declaration that Information on Central Suppliers Database is correct and up to date
Section D	Official Briefing Session Form
Section F	Bidder's Disclosure (SBD 4)
Section I	General Conditions of Contract
Section J	Special conditions of contract
Section K	Terms of reference/ Specification
Section L	Authority to sign a bid
Section M	Certificate of compliance with bid documentation

Step 2 – Submission of Schedules (Supporting Documents)

Check and verify the submission of original or certified copies of supporting documents. Copies must be legible and certification, where necessary, should not be older than 3 months. Copies of certified copies will not be accepted. All schedules / supporting documentation submitted with the bid must be initialed by the bidder. Failure to submit any of the required supporting documents or submission of non-compliant supporting documents or non-submission will lead to disqualification.

SCHEDULES / SUPPORTING DOCUMENTS	
SCHEDULE 1	An original or certified copy of a resolution as per Section L
SCHEDULE 2	Proof of Service Provider/company registration and certified copies of ID documents for members
SCHEDULE 3	A full CSD Report not older than 1 month (Not a summary report)
SCHEDULE 4	Brief company profile highlighting the bidder's core business and experience in relation to this bid
SCHEDULE 5	Provide proposed team organogram and CVs of key personnel with relevant experience and relevant certified qualifications and registration certificates in line with the requirements stipulated in No. 2 of Step 3: Functionality of this bid. The applicable experience is post professional registration.
SCHEDULE 6	Letters of undertaking / confirmation of supply from OEMs (Original Equipment Manufacturers) or their approved agencies for all items to be utilized in carrying out this service e.g. check meters, pressure monitoring devices, remote logging systems, etc. The letters should confirm the items to be supplied, firm supply arrangements between the bidder and the supplier for the supply of the goods for the duration of the contract and warranties offered for each item.
SCHEDULE 7	Detailed proposal / detailed methodology to ensure realization of water and energy savings sharing proposal over the contractual period.

Step 3: Functionality

Bidders who comply with Step 1 and Step 2 will be scored on the **FUNCTIONALITY CRITERIA** as per table below.

FUNCTIONALITY CRITERIA

Item	Criterion	Maximum Score	Description	Means of Verification
1.	Company Experience	20	<p>Bidders must demonstrate company's experience in risk based self-funded turnkey water or energy shared savings projects or initiatives or in both water and energy saving projects.</p> <p><u>Water</u> Engineering design, material supply, construction, and commissioning of water management and water efficiency studies on buildings or similar projects.</p> <p><u>Energy</u> Engineering design, material supply, construction, and commissioning of energy management and energy efficiency studies on buildings or similar projects.</p>	<p>Signed reference letters on client's letterhead with contactable references in risk based self-funded turnkey water or energy shared savings projects or initiatives or in both water and energy saving projects.</p> <p style="text-align: center;">Or</p> <p>Appointment letters and corresponding completion certificates in risk based self-funded turnkey water or energy shared savings projects or initiatives or in both water and energy saving projects.</p>
			<p>5 projects for water saving projects or initiatives; or</p> <p>5 projects for energy saving projects or initiatives; or</p> <p>5 projects for water and energy saving projects or initiatives.</p> <p>= 20 Points</p>	
			<p>3 projects for water saving projects or initiatives; or</p> <p>3 projects for energy saving projects or initiatives; or</p> <p>3 projects for water and energy saving projects or initiatives.</p> <p>= 15 Points</p>	
			<p>2 projects for water saving projects or initiatives; or</p> <p>2 projects for energy saving projects or initiatives; or</p>	

Item	Criterion	Maximum Score	Description	Means of Verification
			2 projects for water and energy saving projects or initiatives. = 10 Points	
			Less than 2 projects for water and energy saving projects or initiatives; or Submission of irrelevant projects; or No submission of company experience = 0 Points	
			Bidders who score less than 10 Points for this criterion will be disqualified	
2.	Project Team	30	<p><u>Project Team for Water:</u> 1 Professionally Registered Civil Engineer with 10 years or more postgraduate experience & with a BSc /B Engineering qualification & ECSA Registration + 3 Plumbers with trade test and 3 years' experience or more = 30 Points</p> <p><u>Project Team for Energy:</u> 1 Professional Registered Electrical Engineer with 10 years or more postgraduate experience & with an Electrical Engineering qualification & ECSA Registration + 3 Electricians with trade test and 3 years' experience or more = 30 Points</p> <p><u>Project Team for Water:</u> 1 Professionally Registered Civil Engineer with 5 years or more postgraduate experience & with a BSc /B Engineering qualification & ECSA Registration + 3 Plumbers with trade test and 3 years' experience or more = 15 Points</p>	CVs with relevant experience and contactable references, valid qualifications & valid professional registration certificates

Item	Criterion	Maximum Score	Description	Means of Verification
			<p><u>Project Team for Energy:</u> 1 Professional Registered Electrical Engineer with 5 years or more postgraduate experience & with an Electrical Engineering qualification & ECSA Registration + 3 Electricians with trade test and 3 years' experience or more = 15 Points</p> <p>Project Team with less than the required number of resources or less than the number of required years for experience or with irrelevant qualifications or non-submission of requirements for project team = 0 Points</p> <p>Bidders who fail to score the minimum 30 Points (15 Points for Water and 15 Points for Energy) for this criterion will be disqualified</p>	
3.	Detailed Proposal or Methodology on Shared Savings Approach on water/energy	40	<p>A detailed proposal / methodology demonstrating good knowledge on how to implement water/energy on Shared Savings Approach and also demonstrating sound financing model as per Clause 3.2 of Section K (Terms of Reference)</p> <p>Clause 3.2.1 – Technical Sub-clauses a) to p) = 2 Points each Total = 32 Points</p> <p>Clause 3.2.2 – Financing Model Sub-clause a) = 4 Points Sub-clause b) = 4 Points Total = 8 Points</p> <p>= Total of 40 Points</p> <p>A proposal or methodology that does not include all sub-clauses mentioned above or non-submission of a proposal or methodology</p>	A detailed proposal / methodology demonstrating good knowledge on how to implement water/energy Shared Savings Approach and also demonstrating a sound financing model as per Clause 3.2 (3.2.1 and 3.2.2) of Section K (Terms of Reference)

Item	Criterion	Maximum Score	Description	Means of Verification
			= 0 Points	
			Bidders who fail to score the full 40 Points for this criterion will be disqualified	
4.	Location of Business Premises	10	Main operational office / business premises within the Province of KwaZulu Natal = 10 Points Main operational office / business premises outside the Province of KwaZulu-Natal = 5 Points Non-submission = 0 Points	Proof of Physical Address for business premises (Utility Bill or First page of bank statement or Letter from local authority)
Total points				100 Points
Minimum Points for passing functionality				85 Points

31. Bidders who score the stipulated minimum points for functionality will be considered for acceptance on the panel.
32. **Preference Points for Price and Specific Goals**
This bid will not be evaluated on preference points as it is merely for the purpose of establishing a panel of competent service providers and there is no pricing required at this stage.
33. **Presentations from shortlisted bidders**
If deemed necessary, the Department may require presentations from shortlisted Bidders. Site visits to view the business premises of the shortlisted bidders may also be conducted.

SECTION K

TERMS OF REFERENCE

1. Executive Summary

- 1.1** KZN DoE is seeking detailed proposals from private partners to provide the best technical solutions (i.e., active leak detection and illegal connection identification, etc.) and technology interventions (i.e. installation of check meters, pressure monitoring devices, remote logging systems, etc.), and financial solutions (i.e. project funding) in delivering a shared savings / performance based project that seeks to resolve intermittent water or energy wastage problems and thereafter reduce water and energy costs, throughout the province. Implementation of the project is at prospective bidder's risk, with KZN DoE owning technology and systems installed at the end of the contract.
- 1.2** This bid seeks to establish a panel of Service Providers. Then a Service Providers will be appointed to selected sites (Cluster) on equitable arrangement. This appointment will be for three years for those selected sites. This mean that a saving split of 50:50 will be applicable for the duration of the appointment.
- 1.3** The Department of Education envisage that each cluster will have its own central data center, where all the information from individual building/facility management system would be managed and reports generated. This data centers will then be used to integrate and centralize information to the provincial head offices.

2. Scope and Specification

- 2.1** The project's definition of "Savings" means technical and financial savings on a water /energy account as a direct result of the service provider's interventions. Technical and financial savings will have to be clearly defined by the prospective Service Providers. Shared savings will exclude any other associated costs i.e., levies, sewer, etc. Water and energy savings sharing shall be based on the "actual water and energy saving" calculated by comparing the baselined average daily consumption to the actual average daily consumption as per check meter reading because of interventions as recorded by the Service Provider, within the contractual duration of the project.
- 2.2** A reduction in water/energy usage resulting from use of water and energy reducers/retarders shall not be considered as "actual water or energy saving".
- 2.3** Shared savings shall be split 50:50 based on "actual water and energy saving" i.e., a reconciliation of water and energy consumption quantities/savings achieved following the rendered interventions.
- 2.4** The approach to the water or energy saving scope and specification is both water or energy cost saving solution based, requiring Services Providers to propose the following but not limited to:
- 2.4.1** Finance, design, delivery, installation, implementation, and maintenance solution to resolve intermittent water or energy wastage problems and thereafter reduce overall water or energy consumption and costs at high consuming precincts. Including adequate funding and bearing of all costs and expenses incurred in relation to the provision/execution of the services by Service Provider.

- 2.4.2 System/network schematic and/or hydraulic modelling to gain understanding of how the system operates. KZN DOE has in some instances limited knowledge of the current network, this following loss of data over years and non-formalization of as-built drawings on as and when basis when pipe replacement and/or point repair is undertaken.
- 2.4.3 Leak location and active leak control: KZN DOE 's water network comprises various pipe materials such as asbestos, steel and uPVC. There is therefore appreciates that leak detection may be important in other areas, while in others not as important. This specifically where pressure management is a solution in resolving leaks. However, due to diversity of our properties, non- systematic maintenance/poor condition of the infrastructure and non-visible burst pipe experienced it is deemed vital that the proposal makes provision of leak detectors.
- 2.4.4 Hydraulic pressure control: The identified properties support the primary business of teaching and learning thus operating 8 hrs. These properties are supplied by the municipality, which operates their systems at high pressure at times resulting in same magnitude of pressure conveyed into KZN DoE's system even at low demand. It is envisaged that in the event the bidder proposed pressure control mechanisms that these be advanced or smart pressure control devices. In some instances, the fire hydrants are installed on the main domestic waterline reticulation. Installation of pressure control mechanism must take into consideration the need to maintain water pressure on the fire hydrants.
- 2.4.5 Zoning: Majority of KZN DOE properties occupy large areas of land and multiple municipal meters thus deemed that in such instances smaller manageable areas be established to allow precise identification of problem areas resulting in water losses.
- 2.4.6 Logging and analysis: The proposed system should allow for monitoring of flows and pressures to identify specific problem areas. KZN DOE requires that such a system be able to automatically transmit data directly into some form of receiving platform where results are immediately availed for active reaction and/or system correction where required.
- 2.4.7 Bulk and industrial check meters: KZN DOE does not have check meters and thus rely on municipal meter readings for consumption. This therefore places KZN DOE in a position of not being in control of the meters. Due to geographic spread of KZN DOE properties, consumption trending and control becomes a challenge. Further, due inability to quantify actual consumption on regular bases results in incorrect billing of clients occupying depots and under recoveries. It is required that proposals be inclusive of metering devices, preferably AMR type meters.
- 2.4.8 Hosting platform: One standard web-based hosting platform with cloud services back-end is to be provided. The platform should allow for multiple user access with different levels of access provided for administrative users and non-administrative users. The platform to be able to feed to the central base.
- 2.4.9 Pipe and wire replacement: In the event that it is proven that the infrastructure lifespan has been reached thus pipe or wire repair deemed impractical resulting in the only solution being relining or replacement, KZN DOE reserves right to approve replacement and at cost to the Service Provider.

- 2.4.10 Water or Energy balance: It is envisaged that following water loss interventions, the bidder provides a report highlighting aspects such as unavoidable annual real losses. The data presented in such a report will allow KZN DOE 's decision to extend the project to a second phase, or even allow the prospective bidder opportunity to implement interventions in other identified depots.
- 2.4.11 Water or Energy savings technology: It is a requirement that technology and/or system utilized to realize water or energy cost savings, be designed, and built for minimum maintenance and maximum life expectancy of 5 years or more following contract termination - and be completely fit for the intended purpose. In addition, this technology and/or system including installed infrastructure shall at the end of the contract be handed over as KZN DOE assets.

2.5 In addition to the water or energy use management and saving proposal, the Service Provider shall also provide the following:

- 2.5.1 Develop an understanding of status quo on the site's water and energy usage and measurement thereof. (Baseline)
- 2.5.2 Map the water or energy network data (pipe size, material/type, age, etc.).
- 2.5.3 Identify and map water or energy use points and areas of interest with regards to sustainability and liability.
- 2.5.4 Make recommendations on possible water or energy conservation and recycling initiatives for the sites.
- 2.5.5 Develop a water or energy use management framework. The framework is to highlight change in operational procedures or practices to save or use water in a more sustainable manner,
- 2.5.6 Develop Integrated Water or Energy Management Plans. Taking into consideration, but not limited to, various approaches to be taken for metering, building, irrigation, process systems and methodologies for analyzing water data and metrics. Water-use reduction techniques and steps to be taken to achieve specific goals.
- 2.5.7 Provide a water utility management mechanism that accommodates inclusion of tariff steps.
- 2.5.8 Develop training material and support documentation.
- 2.5.9 Super User Training: The Service Provider shall train nominated KZN DOE resources as super users to support the rest of the business users in operating proposed system/application. This is required as KZN DOE will adopt the train the trainer approach. Trained resources will roll out the application to the regions where it is used.
- 2.5.10 Skills transfer: The Service Provider shall transfer technical skills to KZN DOE personnel that will be responsible for system support. A signed off skills transfer plan on how this will be done and sign off completed post the period to ensure that it was

done correctly with some form of accreditation needs to be signed off to confirm readiness.

3. Project Specific Special Requirements

3.1 Mandatory requirements that suppliers must meet:

- 3.1.1 Due to the nature of the project, the preferred service provider will enter into a Service Level Agreement highlighting terms of the contract.
- 3.1.2 The Bidder must be able to pre-arrange on request with at least two (2) of its customers to allow KZN DOE to view the sites of successful implementations i.e., clients of bidders for delegation from KZN DOE of not more than 4 personnel
- 3.1.3 Bidder's proposal detailed methodology to ensure realization of water and energy savings sharing proposal over the contractual period.

3.2 Guide to Expected Detailed Proposal or Methodology on Shared Savings Approach on water/energy:

3.2.1 Technical

- a) Describe the methods you expect to use to compute baseline water /energy use for this project.
- b) Describe any computerized modelling programs used by your company to establish baseline consumption.
- c) Describe factors that would necessitate a baseline adjustment.
- d) Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.
- e) Summarize procedures and methodologies, including any special metering or equipment, your company will use to measure and calculate savings for this project.
- f) Indicate how your company identifies, documents, and measures operational cost savings opportunities.
- g) Describe your company's proposed approach to the treatment of savings achieved and how those savings will be documented and verified.
- h) Action plan for project implementation and time schedule.
- i) Social, economic, and environmental considerations in the proposed area
- j) Explicitly share your proposed interventions (i.e., technologies) that your company intends implementing for both water / energy savings and provide the advantages those technologies provide.
- k) Proposals should cover solutions for skills development of officials in the Department, project management and technology maintenance as part of addressing capacity in the specific areas in the Department.
- l) In order to realise value for money and draw from latest technology, KZNDoe seeks to engage companies with technologies and a proven track record in guaranteed Energy, Water performance savings, improving efficiencies of equipment with regards to energy and water consumption, and optimisation.
- m) New, advanced, and innovative technology is acceptable, provided that it offers clear demonstrable benefits for the Department's requirements.
- n) Savings should, amongst others, cover lighting, operating equipment, and Heating Ventilation and Cooling (HVAC) systems, water, etc.

- o) In line with international practice, service providers are expected to carry all capital risk associated with investment – recoverable from Energy, Water savings or revenue secured over the duration of the contract. The contract period will be for a period of 3 years (36 months) with an option to extend for a further 2 years (24 months).
- p) It is expected that proposals will cover technical support to KZNDoe for the duration of the contract, control mechanisms, and independent Monitoring, Reporting, and Verification (MRV) of produced data.

3.2.2 Financing model

- a) Describe your company's approach to arranging financing for this project.
- b) The high-level financial model that will establish the viability of the combined potential interventions including the analysis of Net Present Value (NPV), payback period, Internal Rate of Return (IRR).

4. Sites

4.1 The table below details location of selected sites:

All identified schools and departmental offices throughout the KwaZulu Natal Province. The department has 12 districts and head office offices.

FACILITIES NO	Region/ District Municipality	Properties
1	Umlazi District	selected schools, circuit offices and district offices
2	Pinetown District	selected schools, circuit offices and district offices
3	uMzinyathi District	selected schools, circuit offices and district offices
4	Amajuba District	selected schools, circuit offices and district offices
5	uThukela District	selected schools, circuit offices and district offices
6	King Cetshwayo District	selected schools, circuit offices and district offices
7	ILembe District	selected schools, circuit offices and district offices
8	Zululand District	selected schools, circuit offices and district offices
9	Harry Gwala District	selected schools, circuit offices and district offices
10	uMgungundlovu District	selected schools, circuit offices and district offices
11	uGu District	selected schools, circuit offices and district offices
12	uMkhanyakude District	selected schools, circuit offices and district offices
13	Head office	Head office buildings

Should any allocated precinct be subject to fundamental changes e.g., KZN DoE's operations migration, transfer of buildings to other entities, disposal of the precinct or parts of etc. KZN DoE shall notify the Service Provider in writing 4 (Four) months prior the change.

5. Constraints on Provision of the Services

5.1 People restrictions, hours of work, conduct and records.

- 5.1.1 The work under this contract is to be carried out under operational conditions of respective precincts and is therefore subject to several special requirements and conditions to always ensure the safe operation of the KZN DoE.
- 5.1.2 The Service Provider shall keep records of his personnel working on the KZN DoE's property, including those of his Sub-Contracts, and the KZN DoE Property's Agent shall have access to these records at any time.

- 5.1.3 The detailed programme issued to the KZN DoE Property after contract award shall include additional information to the level required including the constraints, predecessors and successors, and costs and resources required to complete the required activities.

5.2 Programme and monthly feedback

- 5.2.1 The contract shall lapse three years post the appointment date and work shall be handed over at ceding of the contract.
- 5.2.2 A preliminary programme shall be issued as part of the tender documentation in the form of a Gantt chart which will include the logic associated with completing all the tasks, the resources required to complete the tasks and the estimated cash flows associated with completing the tasks.
- 5.2.3 The detailed programme issued to the KZN DoE Property after contract award shall include additional information to the level required including the constraints, predecessors and successors, and costs and resources required to complete the required activities.
- 5.2.4 The programme submitted with the tender shall be issued in the form of a Gantt chart. This programme and all subsequent programmes shall be submitted on A3 copies or larger, in MS Project format and include a standard calendar which includes all public holidays promulgated under law in South Africa.

5.3 Understanding the Works

- 5.3.1 KZN DoE is not responsible for the failure of the Service Provider to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance.

KZN DoE will provide a briefing to the Service Provider and sufficient opportunity after clarification and during the contract to ask KZN DoE for clarification of the terms and conditions of this contract prior to submission of his tender to provide the services.

5.4 Working on KZN DoE Property

- 5.4.1 To be able to manage the contract, KZN DoE and Service Providers will have various meetings to proactively and jointly manage and minimize adverse risks to the project.
- 5.4.2 Work shall be conducted within existing network demarcations. Implementation of capital intervention e.g., pipe replacement, can only commence on KZN DOE approval.
- 5.4.3 In the event of electronic systems, one compatible web platform needs to be standardized nationally.

5.5 Management meetings

- 5.5.1 To be able to manage the contract, KZN DoE Property and Service Providers will have various meetings, to proactively and jointly manage and minimize adverse risks to the project.
- 5.5.2 The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- 5.5.3 Regular meetings of a general nature may be convened and chaired by KZN DoE Property's Agent as follows:

Title and Purpose	Approximate time and Interval	Location	Attendance by
Risk events and Compensation events and	Every week	KZN DoE	KZN DOE's agent and Service Provider
Overall Contract progress and feedback	Weekly	KZN DoE	KZN DOE 's agent and Service Provider
Stakeholders Engagements	Monthly	KZN DoE	KZN DOE 's agent and Service Provider

- 5.5.4 All meetings shall be recorded using minutes and a register prepared and circulated by the Service Provider. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

5.6 Documentation control

- 5.6.1 The Service Provider shall submit all documentation complying with the KZN DoE Property's standards and requirements. KZN DOE will issue all relevant documentation to the Service Provider, but control, maintenance and handling of these documents will be the Service Provider's sole responsibility and at its expense and managed with a suitable document control system.
- 5.6.2 The Service Provider shall comply with all applicable legislation, regulations issued in terms thereof and KZN DoE 's safety rules which shall be entirely at the Service Provider's cost, and which shall be deemed to have been allowed for in the rates and prices.

5.7 Health & Safety Requirements

- 5.7.1 The Service Provider shall comply with the Health and Safety requirements contained in the HAS-STD-001 'KZN DoE Property Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

- 5.7.2 The Service Provider shall comply with all applicable legislation, regulations issued in terms thereof and KZN DoE 's safety rules which shall be entirely at the Service Provider's cost, and which shall be deemed to have been allowed for in the rates and prices.
- 5.7.3 The Service Provider will be required to submit particulars of his Health and Safety Programme within 2 (two) weeks of award of tender. Requirements of KZN DOE, if any, will be made known on award of the contract.
- 5.7.4 The Service Provider shall comply with the following Act:
- 5.7.4.1 The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The Service Provider shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- 5.7.4.2 Occupational Health and Safety Act, Act 85 of 1993.
- 5.7.4.3 The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- 5.7.4.4 The Service Provider and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to KZN DOE 's Agent.
- 5.7.4.5 All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the site.

5.8 Project Site Safety

- 5.8.1 Before any work commences, a DSTI (daily safety task inspection) must be done to all Service Provider's staff of any hazards in the site and precautionary measures taken to alleviate any risks of injury to the Service Providers' staff.
- 5.8.2 All Service Provider's staff must sign the DSTI attendance resister and kept on site.
- 5.8.3 During the inspection, testing and repairing period of the works, a weekly report will be submitted of all incidents and accidents.

5.9 Environmental constraints and management

- 5.9.1 The Service Provider shall always comply with the health and safety requirements prescribed by law as they may apply to the services.
- 5.9.2 The Service Provider shall provide a Service Provider's Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. KZN DOE 's Agent has the right to request additional specific work method statements should in his opinion this be required.
- 5.9.3 The Service Provider shall make good all damages to the environment to the satisfaction of KZN DOE 's Agent.

- 5.9.4 The Service Provider shall always comply with the statutes that prohibit pollution of any kind.

These statutes are enacted in the following legislation:

5.9.4.1 The National Environmental Management Act, 107/1998

5.9.4.2 The Environmental Conservation Act, 73/1989

5.9.4.3 The National Water Act, 36/1998

5.9.4.4 The Municipal Systems Act 33 of 2000; and

5.9.4.5 Applicable Municipal Bylaws

- 5.9.5 The Service Provider shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Service Provider was negligent and caused any form of pollution, the damage shall be rectified at the Service Provider's cost.

5.10 Quality assurance requirements

- 5.10.1 The onus rests on the Service Provider to produce work that will conform in quality and accuracy of detail to the requirements of the Scope of Work. The Service Provider must, at his own expense, institute a quality control system and constitute the technical experience, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

- 5.10.2 The Service Provider shall submit his proposed Quality Control Procedures (QCP) to KZN DOE 's Agent for approval. Site Access will not be permitted until the QCP is to KZN DOE 's Agent satisfaction.

5.11 Service Provider's management, supervision, and key people

- 5.11.1 The Service Provider shall provide an organogram showing his key people and their lines of authority and communication.

5.12 Insurance provided by KZN DOE

- 5.12.1 The Service Provider shall secure insurance and replace infrastructure and any technology installed in support of the project on events such as malfunctioning, vandalism and/or theft whilst the contract is in force.

- 5.12.2 Upon handover/contract ceding, procedures for making insurance of such infrastructure and technology shall be the responsibility of KZN DOE.

5.13 Contract change management

- 5.13.1 The standard reporting forms that shall be used will be provided to the Service Provider.

5.14 Preferred sub-Service Providers

- 5.14.1 The Service Provider shall not appoint or bring sub-service providers onto site without the prior approval of KZN DOE 's Agent, and all sub-service Providers will be required to conform to the requirements as set out herein as if they were employees of the Service Provider.

5.14.2 The Service Provider shall not deviate from the approved sub-service providers without prior approval of KZN DOE.

5.15 Sub-Service Provider documentation and assessment of sub-Service Provider tenders

5.15.1 The Service Provider shall appoint his sub-Service Providers based on the same terms and conditions applicable to the agreement between KZN DoE and the Service Provider.

5.16 Attendance on sub-Service Providers

5.16.1 The Service Provider shall ensure that the quality assurance requirements delegated on him under this Contract are transferred into any sub-service providers.

5.17 Plant & Materials provided “free issue” by KZN DOE.

5.17.1 No plant or materials are provided as “free issue” by KZN DOE.

6. Management structures

6.1 The Task Orders shall indicate who KZN DOE 's Agent is. KZN DOE 's Agent is fully empowered to act on behalf of KZN DOE for the services covered by the Task Order. KZN DOE 's Agent will accept, or not accept, the Service Provider's assessment of the amount due in terms of the contract.

7. Information provided by KZN DOE

7.1 KZN DOE will issue to the Service Provider available information that will assist in the carrying out of the services.

7.2 This information may include accounts history, layouts and plans to indicate existing services where available.

7.3 The provision of these information does not relieve the Service Provider of their professional responsibility to verify information that will be used as a basis for their work.

8. Facilities and equipment to be provided by KZN DOE

8.1 No facilities or equipment is provided by KZNDoe. The Service Provider may, however, make arrangements with the relevant KZNDoe personnel to make use of ablution facilities that might be on or near site.

9. Time Frame

9.1 The timeframe for the Integrated Shared Savings Contracts shall be for a period of 3 years (36 months) with an option to extend for a further 2 years (24 months).

9.2 The start date is anticipated to be as from the signing of the contract.

9.3 Installation of interventions and technology is expected to commence within 30 days of signing of each baseline.

9.4 Submission of the baseline to KZNDOE for approval shall be within a period of three (3) months upon signing a contract.

SECTION L

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) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

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

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, 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 M

Certificate of Compliance with Bid Documentation

It is certified that I/We

(Name of bidding Service Provider)

- 1) have read through and fully understood all the requirements of the Bid Documents and any other associated documents.
- 2) am/are willing to submit the Bid based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Bid document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

NAME AND SURNAME IN BLOCK LETTERS: _____
(Duly authorized)

DESIGNATION: _____

SIGNATURE: _____

DATE: _____