



PROVINCE OF KWAZULU-NATAL DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

BID NUMBER: ZNT 04 EDTEA 2021/2022

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PRODUCE A KZN ECONOMIC EMPOWERMENT STRATEGY WITH IMPLEMENTATION PLAN FOR ENTREPRENEURS WITH DISABILITIES.

DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

Private Bag X9152

Pietermaritzburg

3200

Contact: Sthabile Khuzwayo

Telephone: 033 264 2862

Email: sthabile.khuzwayo@kznedtea.gov.za

PLEASE NOTE THAT THIS BID IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY.

NB: Kindly Please also submit Bid Document stored in a CD or Flash drive.

Briefing session / meeting is not applicable for this bid. However, should bidders have questions on this bid, kindly forward them to Ms Sthabile Khuzwayo on email address: sthabile.khuzwayo@kznedtea.gov.za, due date for submitting questions is the **23rd of August 2021**. The Department will respond to all questions once by the **27th of August 2021** and email responses to all potential bidders. The consolidated responses will also be available on the Departmental website.

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SECTION A

PART A
INVITATION TO BID

| | | | | | |
|---|---|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | ZNT 04 EDTEA 2021/2022 | CLOSING DATE: | 09 September 2021 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO PRODUCE A KZN ECONOMIC EMPOWERMENT STRATEGY WITH IMPLEMENTATION PLAN FOR ENTREPREUNERS WITH DISABILITIES. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| GROUND FLOOR FOYER | | | | | |
| 270 JABU NDLOVU STREET | | | | | |
| PEITERMARITZBURG | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Sthabile Khuzwayo | | CONTACT PERSON | Nonkululeko Nkwanyana | |
| TELEPHONE NUMBER | 033 264 2862 | | TELEPHONE NUMBER | 033 264 2776 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | sthabile.khuzwayo@kznedtea.gov.za | | E-MAIL ADDRESS | Nonkululeko.nkwanyana@kznedtea.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS | | | | | |

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B**NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

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

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

SECTION C

LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For BID Evaluation Purposes | Yes | No | N/A |
|---|---|--------------------------|--|---|-----|----|-----|
| Prospective Service Providers MUST complete the following as per the BID document: | | | | | | | |
| Section A | Invitation to BID | | | | | | |
| | National Treasury Central Suppliers Database Registration Number – completed. | Yes | | | | | |
| Section B | Special Instruction to Bidders | Read Only | | | | | |
| Section C | List of all Returnable & Compulsory | Yes | | | | | |
| Section E | Declaration of interest – Completed and signed. | Yes | Yes | | | | |
| Section F | The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000) | Yes If Applicable | Yes If Applicable | | | | |
| Section G | Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017. | | | Yes If Applicable | | | |
| Section H | BID Offer | Yes | Yes | | | | |
| Section I | Pricing Schedule-Firm Prices | | | Yes | | | |
| | Price Schedule-Professional Services | | | Yes | | | |
| Section J | Special Conditions of Contract | Read Only | | | | | |
| Section K | Questionnaire Replies - To be only included when BIDs for goods are involved. | No | No | | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For BID Evaluation Purposes | Yes | No | N/A |
|----------------------|--|----------------------------------|--|---|-----|----|-----|
| Section L | Briefing Session/Site Inspection Certificate - Confirmation of attending briefing session | Yes If Applicable | Yes If Applicable | | | | |
| Section M | Declaration Certificate for Local Production and Content. | Yes If Applicable | Yes If Applicable | | | | |
| Section N | Authority to Sign a BID | | | | | | |
| | Part A – Companies – Completed, Signed and Certified copy of resolution personally signed by the chairperson of board of directors attached | Yes If Applicable | Yes If Applicable | | | | |
| | Part B – Sole Proprietor – Completed and signed | Yes If Applicable | Yes If Applicable | | | | |
| | Part C – Partnership – Completed and signed by every partner | Yes If Applicable | Yes If Applicable | | | | |
| | Part D – Close Corporation- Completed and signed, certified copy of founding statement and resolution by its members attached. | Yes If Applicable | Yes If Applicable | | | | |
| | Part E- Co-operatives - Completed and signed, certified copy of the co-operative Constitution and resolution by its members attached. | Yes If Applicable | Yes If Applicable | | | | |
| | Part F – Join Venture – Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached. | Yes If Applicable | Yes If Applicable | | | | |
| | Part G – Consortium - Completed and signed, certified copy of resolution/agreement by | Yes If Applicable | Yes If Applicable | | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For BID Evaluation Purposes | Yes | No | N/A |
|--|--|----------------------------------|--|---|-----|----|-----|
| | authorized representatives of the enterprises attached. | | | | | | |
| Section O | Conditions of BID - Completed and signed. | Yes | Yes | | | | |
| Section P | Declaration of Bidders Past Supply Chain Management Practices - Completed and signed. | Yes | Yes | | | | |
| Section Q | Schedule variations from Goods or Services information (to be used whenever it is applicable) | Yes If Applicable | Yes If Applicable | | | | |
| Section R | Certificate of BID Determination | Yes | Yes | | | | |
| Prospective Service Providers MUST provide the following as per the Mandatory Requirements: | | | | | | | |
| | Certified ID Documents for Directors/Shareholders/Partners or Members | Yes | No | | | | |
| | A certified copy of the consortium/joint venture agreement must accompany the BID document before the closing date and time of BID. | Yes If Applicable | Yes If Applicable | | | | |
| | Directors of the quoting company/joint venture/consortium must attach certified copies of their ID documents to the BID. | Yes If Applicable | No | | | | |
| Documents Required for Evaluation of B-BBEE | | | | | | | |
| | BBBEE Verification Certificate from a recognized certification | | | No, for scoring purposes only | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For BID Evaluation Purposes | Yes | No | N/A |
|----------------------|---|--------------------------|--|---|-----|----|-----|
| | Institution. To be certified or original to be submitted. | | | | | | |
| | Consortium or Joint- venture must obtain and submit a consolidated B- BBEE Status Level Verification Certificate. The non-submission of a consolidated BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture | | | No, for scoring purposes only | | | |

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

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

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

1.1 the bidder is employed by the state; and/or

1.2 the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of Bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Bidder presently employed by the state? **YES/NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the Bidder is employed:.....

Position occupied in the state institution:.....

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are quoting for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION F

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry,
Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | |
|----------------------|----------------------|
| Bid number | Closing date:..... |
| Name of bidder | |
| Postal address | |
| | |
| Signature..... | Name (in print)..... |
| Date..... | |

SECTION G

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
(SBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a Bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**BID**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price BIDs, advertised competitive quoting processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

| | | |
|--------------|-----------|--------------|
| 80/20 | or | 90/10 |
| | or | |

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5 BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME | QSE |
|---|-----|-----|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |

| | | |
|----------------|--|--|
| | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the quoting process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|--|

**SECTION H
 BID OFFER**
 (To be completed by Bidder)

BID NUMBER: ZNT 04 EDTEA 2021/2022: APPOINTMENT OF A SERVICE PROVIDER TO PRODUCE A KZN ECONOMIC EMPOWERMENT STRATEGY WITH IMPLEMENTATION PLAN FOR ENTREPREUNERS WITH DISABILITIES.

1. BID PRICE INCLUDING VAT: R.....
2. AMOUNT IN WORDS:

3. TIME FOR COMPLETION/ DELIVERY:calendar months

| | | |
|------------------------|------------------|--------------|
| NAME OF BIDDER: | SIGNATURE | DATE: |
| | | |

| | | | | |
|---|-----|----|------------------|---------------------------------|
| FOR OFFICE PURPOSES ONLY | | | | |
| <table border="1" style="margin: auto; background-color: #cccccc;"> <tr> <td align="center">IMPORTANT</td> </tr> <tr> <td align="center">Mark appropriate block with "X"</td> </tr> </table> | | | IMPORTANT | Mark appropriate block with "X" |
| IMPORTANT | | | | |
| Mark appropriate block with "X" | | | | |
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO | | |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO | | |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO | | |

SECTION I

**PRICING SCHEDULE – FIRM PRICES (SBD 3.1)
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|--|
| Name of bidder..... | Bid number: ZNT 04 EDTEA 2021/2022 |
| Closing Time 11:00 | Closing date: 09 September 2021 |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2)
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number : ZNT 04 EDTEA 2021/2022
 Closing Time 11:00 Closing date : **09 September 2021**

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|--|-------------|--|
| - | Required by: | | |
| - | At: | | |
| - | Brand and model | | |
| - | Country of origin | | |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | | |
| - | Period required for delivery | | |
| - | Delivery: | | *Firm/not firm |

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:
- 3.

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |

PRICING SCHEDULE (SDB 3.3)

(Professional Services)

| | |
|------------------------------|--|
| Name Of Bidder: | BID No: ZNT 04 EDTEA 2021/2022 |
| Closing Time: 11:00 | Closing Date: 09 SEPTEMBER 2021 |

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

| ITEM DESCRIPTION | BID PRICE IN RSA CURRENCY |
|------------------|------------------------------------|
| NO | ** (ALL APPLICABLE TAXES INCLUDED) |

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
 R.....

3. Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |

5. Phases according to which the project will be completed, cost per phase and man-days to be spent

| | | |
|-------|--------|-----------|
| ----- | R----- | -----days |
| ----- | R----- | -----days |
| ----- | R----- | -----days |
| ----- | R----- | -----days |

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

Bid No:.....

Name of Bidder:.....

Any enquiries regarding bidding procedures may be directed to the –

Name: Sthabile Khuzwayo

Department: Department of Economic Development, Tourism and Environmental Affairs

Tel: 033 264 2862

Or for technical information –

Name: Sthabile Khuzwayo

Department: Department of Economic Development, Tourism and Environmental Affairs

Tel: 033 264 2862

SECTION J**SPECIAL CONDITIONS OF CONTRACT****SECTION 1 – DEFINITIONS****1. DEFINITIONS**

- 1.1 “Department” means the Department of Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc. whose BID for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.
- 1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

SECTION 2 - INSTRUCTION TO BIDDERS**2. INSTRUCTION TO BIDDERS**

- 2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.1.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.
- 2.1.3 The B-BBEE verification certificates must also be submitted together with the proposal.
- 2.1.4 The service provider must fully complete all the relevant sections in the bid document failure to complete the relevant sections will result in bid disqualification.
- 2.1.5 Service providers to ensure that all Tax matters to be in order.
- 2.1.6 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZNEDTEA in this assignment.
- 2.1.7 KZNEDTEA will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.1.8 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZNEDTEA to replace them. Such permission will only be granted in exceptional circumstances.

- 2.1.9 The cost of preparing proposals and of negotiating the contract is not reimbursable.
- 2.1.10 KZNEDTEA is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.
- 2.1.11 KZNEDTEA reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.1.12 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.1.13 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZNEDTEA, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.14 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZNEDTEA and be the property of KZNEDTEA.
- 2.1.15 All information documents, records and books provided by KZNEDTEA to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.16 Any proposer to any third party shall not disclose them, except with the express consent of KZNEDTEA, which shall be granted in writing prior to such disclosure. KZNEDTEA however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.17 KZNEDTEA requires no bid surety, but services providers should note that KZNEDTEA reserves the right to review this position at contractual stages.
- 2.1.18 KZNEDTEA reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.1.19 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.
- 2.1.20 KZNEDTEA reserves the right to visit the premises of the short listed service providers prior to the assignment being awarded and after the contract has been signed.
- 2.1.21 For BIDs above R30 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

| No. | CRITERIA | YES Applicable |
|------------|--|-----------------------|
| 1 | an EME or QSE | Applicable |
| 2 | an EME or QSE which is at least 51% owned by black people | Not Applicable |
| 3 | an EME or QSE which is at least 51% owned by black people who are youth | Not Applicable |
| 4 | an EME or QSE which is at least 51% owned by black people who are women | Not Applicable |
| 5 | an EME or QSE which is at least 51% owned by black with disabilities | Not Applicable |
| 6 | an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships | Not Applicable |
| 7 | a Cooperative which is at least 51% owned by black people | Not Applicable |
| 8 | an EME or QSE which is at least 51% owned by black people who are military veterans | Not Applicable |

2.2. EQUIPMENT

Cell phones and any other equipment, where required, must be provided at own cost by the Contractor. All official cell phone calls will only be reimbursed by the Department if supported evidence is provided.

2.3 LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

2.4 PAYMENT

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

SECTION 3 – SUPPLY CHAIN MANAGEMENT PROCEDURES

3. SUPPLY CHAIN MANAGEMENT PROCEDURES

3.1 PROCEDURES FOR SUBMISSION

- 3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the bid Box by deadline date and time.
- 3.1.2 Bids are late if they are received at the address indicated in the BID documents after the closing date and time.
- 3.1.3 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late bids are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the bid reference number as well as the name of the project or bid is clearly written in bold on the envelope.

3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

- 3.2.1 The Department will verify the following information of the National Treasury Central Suppliers Database.
- a) Business registration, including details of directorship and membership;
 - b) Bank account holder information;
 - c) In the service of the state status;
 - d) Tax compliance status;
 - e) Identity number;
 - f) Tender defaulting and restriction status; and
 - g) Any additional and supplementary verification information communicated by the National Treasury.
- 3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

3.3 GENERAL EVALUATION CRITERIA

- 3.3.1 The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.
- a) The 80/20 preference point system is applicable to bids* with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included)
 - b) The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included).
 - c) Whether all the required information called for in the bid document has been submitted by the bidder.
 - d) Bids that fail to achieve the minimum qualifying score (60%) for functionality must be disqualified.
 - e) Did the Bidder attend the site inspection if compulsory?
 - f) Will the Bidder be in a position to successfully execute the contract?
 - g) In terms of the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework ACT, No 5 of 2000, Cancellation and Re – Invitation of bids can only happen if the following is not met.

- Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or
 - Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or
 - No acceptable bids are received. [If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids]; or
- h) There is a material irregularity in the tender process.

3.4 JOINT VENTURES

- 3.4.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 3.4.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of bid? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.4.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company.
- 3.4.4 Failure to submit the joint venture Agreement will result in a company being disqualified.

3.5 EQUAL BIDS

In the event that two or more bids have equal total points, the successful BID will be the one scoring the highest number of B-BBEE points. Should functionality be a part of the evaluation process and two or more Bidders score equal total points and equal B-BBEE points; the contract must be awarded to the tenderer that scored the highest points for functionality. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.6 VALIDITY PERIOD AND EXTENSION THEREOF

- 3.6.1 The validity (binding) period for the bid must be hundred and twenty (120) days from close of bid. However, circumstances may arise whereby this KZN Department of Economic Development, Tourism and Environmental Affairs may request the Bidders to extend the validity (binding) period.
- 3.6.2 Should this occur, the KZN Department of Economic Development, Tourism and Environmental will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.
- 3.6.3 This request will be done before the expiry of the original validity (binding) period.

3.7 ELECTRONIC PAYMENTS

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

3.8 APPEALS PROCESS

All service providers are advised to refer to KZN SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. www.kzntreasury.gov.za

3.9 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.9.1 The Bidder must furnish the following details of all current contracts:

- Date of commencement of contract/s;
- Expiry date/s;
- Value per contract; and
- Contract details. That is, with whom held, phone number and address/s of the company.

3.10 PREQUALIFICATION CRITERIA

3.10.1 The following prequalifying criteria is applicable to this bid

| No. | CRITERIA | Applicable/Not Applicable |
|-----|--|---------------------------|
| 1 | A tenderer having a stipulated minimum B-BBEE status level | Applicable |
| 1.1 | If One (1) above is applicable please state B-BBEE Level | Level 1 |
| 2 | An EME or QSE | |
| 3 | A tenderer subcontracting a minimum of 30% to: | |
| 3.1 | an EME or QSE | |
| 3.2 | an EME or QSE which is at least 51% owned by black people | |
| 3.3 | an EME or QSE which is at least 51% owned by black people who are youth | |
| 3.4 | an EME or QSE which is at least 51% owned by black people who are women | |
| 3.5 | an EME or QSE which is at least 51% owned by black with disabilities | |
| 3.6 | an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships | |
| 3.7 | a Cooperative which is at least 51% owned by black people | |
| 3.8 | an EME or QSE which is at least 51% owned by black people who are military veterans | |

SECTION 4 - SPECIAL CONDITIONS OF CONTRACT

4. SPECIAL CONDITIONS OF CONTRACT

4.1 LIABILITY

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;

- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

4.2 INDEMNITY CLAUSE

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

4.3 PENALTIES

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

4.4 CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

4.5 EXECUTION OF WORK

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

4.6 INSPECTION OF SITE

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his bid, as to the nature of the work amount of personnel required and material necessary to render the service as required in the bid document.

4.7 CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

4.8 REMUNERATION

- 4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.

- 4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

4.9 TERMINATION OF SERVICES

- 4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 4.9.3 KZNEDTEA reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 4.9.4 KZNEDTEA also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNEDTEA, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

4.10 UNSATISFACTORY PERFORMANCE

- 4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 4.10.2 Before any action is taken, the KZNEDTEA shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNEDTEA will:
- a) take action in terms of its delegated powers;
 - b) make a recommendation for cancellation of the contract concerned.

4.11 VAT

- i. BID prices must be inclusive of VAT.
- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - a. The name, address and registration number of the supplier;
 - b. the name and address of the recipient;
 - c. an individual serialised number and the date upon which the tax invoice is issued;
 - d. a description of the goods or services supplied;

- e. the quantity or volume of the goods or services supplied;
- f. either –
 - iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
 - iv. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

4.12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE

- 4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.
- 4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

4.13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS

- 4.13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

SECTION K
QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm?
2. Is the delivery period stated firm?
3. How will delivery be affected?
4. Is the equipment guaranteed for a minimum period of six months?.....
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions?
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
.....
8. Where is stock held?
9. What facilities exist for the servicing of the machine/goods offered?
.....
10. Where are these facilities available?
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
12. Is a special import permit require.....

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

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

SECTION L
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (SBD 10)
NOT APPLICABLE

Kindly note there will be no briefing sessions for this bid due to COVID -19 pandemic, however bidders will be given an opportunity to seek clarity in writing; due date of submitting questions is the 23rd of August 2021 and the Department will reply on the 27rd of August 2021. Questions must be directed to the below email address.

Sthabile Khuzwayo

033 264 2862

sthabile.khuzwayo@kznedtea.gov.za

Please take note that all questions raised by the prospective service provider and answers will be uploaded in the departmental website.

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

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 04 EDTEA 2021/2022

Service: Appointment of a service provider to produce a KZN economic empowerment strategy with implementation plan for entrepreneurs with disabilities.

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....
ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE
CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

(PRINT NAME)

DEPARTMENTAL STAMP:

(OPTIONAL)

DATE:

SECTION M**NOT APPLICABLE****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific quoting condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage BID process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the BID price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a BID, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.ZNT 04 EDTEA 2021/2022.....

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, Bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Bidders for verification purposes for a period of at least 5 years. The successful Bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of Bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified BID comply with the minimum local content requirements as specified in the BID, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| BID price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the BID is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the BID is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SECTION N

AUTHORITY TO SIGN A BID (SBD 11)

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
Mr/Mrs/Miss..... (whose signature appears below) has been duly
authorised to sign all documents in connection with this BID on behalf of
(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: WITNESS: 1.....

2 2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business

Trading as

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

.....
.....
.....
.....

We, the undersigned partners in the business trading as.....hereby authorized

.....to sign this bid as well as any contract resulting from the bid and any other

documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at
.....Mr/Mrs/Miss....., whose signature appears below,
has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation).....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME) **IN HIS/HER CAPACITY AS** **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: **WITNESSES:**
1
2

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... atMr/Mrs/Miss....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: WITNESSES:

1

2

F. JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.**

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners

on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....
Mr/Mrs/Miss.....and Mr/Mrs/Miss..... (Whose signatures appear below)
 have been duly authorised to sign all documents in connection with this bid on behalf of:
 (Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a Bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID, before the closing time and date of the BID.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate BID.**

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....
Mr/Mrs/Miss.....(whose signature appears below)
have been duly authorised to sign all documents in connection with this BID on behalf of:(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....
(PRINT NAME)

SECTION O

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
 AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION P

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION R**CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

1. This Standard BID Document must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive quoting (or bid rigging).² Collusive quoting is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any Bidder if that Bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the quoting process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price bids, advertised competitive bids, limited bids and proposals.

² BID rigging (or collusive quoting) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a quoting process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying BID:

(BID Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. 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 consortium³ will not be construed as collusive quoting.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)

- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a bid;
- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT****July 2010****NOTES**

The purpose of this document is to:

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

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

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 of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the Bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in

substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case 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.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.



KWAZULU-NATAL PROVINCE
ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

Private Bag X9152, PIETERMARITZBURG, 3200
270 Jabu Ndlovu Street, Pietermaritzburg, 3200
Tel: 033 2642500

ECONOMIC EMPOWERMENT

**APPOINTMENT OF A SERVICE PROVIDER TO PRODUCE A KZN ECONOMIC
EMPOWERMENT STRATEGY WITH IMPLEMENTATION PLAN FOR
ENTREPREUNERS WITH DISABILITIES**

1. ACRONYMS AND DEFINITIONS

| | |
|--------|--|
| BEE: | BLACK ECONOMIC EMPOWERMENT |
| B-BBEE | Broad Based Black Economic Empowerment |
| Co-ops | Co-operatives |
| CV: | Curriculum Vitae |
| EDTEA: | KwaZulu- Natal Department of Economic Development, Tourism and Environmental Affairs |
| EMEs | Exempted Micro Enterprises |
| IEDS | Intergrated Economic Development Services |
| HDIs | Historicaly Disadvantaged Individuals |
| KZN: | KwaZulu-Natal |
| NGOs | None Governmental Organizations |
| PMU: | Programme Management Unit |
| PMT: | Programme Management Team |
| PGDS: | Provincial Growth and Development Strategy |
| PSC: | Project Steering Committee |
| SANAS | South African National Accreditation System |
| SOEs | State Owned Enterprises |
| SMEs: | Small and Medium Enterprises |
| TOR: | Terms of Reference |

Persons with Disabilities : The term **persons with disabilities** is used to apply to all **persons with disabilities** including those who have long-term physical, mental, intellectual or sensory impairments which, in interaction with various attitudinal and environmental barriers, hinders their full and effective participation in society on an equal basis.

2 BACKGROUND INFORMATION

2.1 DEPARTMENTAL AND SUB PROGRAM OVERVIEW

The overall objective of the IEDS programme is to advance economic growth and job creation initiatives that prioritize historically disadvantaged individuals and groups through, Enterprise Development; Economic Empowerment; and - Regional and Local Economic Development.

The main function of the Economic Empowerment sub-directorate, is to create an enabling environment for economic development and empowerment of the Historically Disadvantaged Individuals and Groups (especially Youth, Women and People with Disabilities) to participate in the mainstream economy. It is further tasked to ensure that there is economic transformation in the Province of KwaZulu-Natal. The Sub-programme derives its mandate from the South African Constitution, National Development Plan (NDP), Broad-Based Black Economic Empowerment (B-BBEE) Act, Codes of Good Practice, Provincial Growth Development Strategy (PGDS), KZN B-BBEE Strategy and other empowerment strategies.

The B-BBEE Act 53 of 2003 as amended regards empowerment of black people as a priority for radical economic transformation. It is on this basis that the KZN B-BBEE Strategy for 2008 was introduced. The central focus of KZN B-BBEE Strategy, among others, is to facilitate and co-ordinate stakeholders for B-BBEE policy implementation across all sectors of the economy. Over the years the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) has implemented various strategic initiatives to drive economic transformation in KZN. This includes establishment of key structures as determined by the KZN B-BBEE Strategy. The following structures have been established since 2008: B-BBEE Advisory Council, B-BBEE Forums, and B-BBEE Implementation Teams.

2.2 RATIONALE OF THE PROJECT

Nationally there are set transformation targets to empower Persons with disabilities and those are included in the B-BBEE Codes of Good practice. The national target is for all departments to spend at least 7% of their resources in support of businesses owned by entrepreneurs with disabilities. In the B-BBEE legislation, entrepreneurs with disabilities have been prioritised in all Codes of Good practice particularly in Ownership, Skills Development and Enterprise and Supplier development.

In the past entrepreneurs with disabilities were excluded from the mainstream economy and have more difficulties in enjoying their fundamental rights. This is exacerbated by their vulnerability and they find themselves in deep poverty. Moreover, studies show that entrepreneurs with disabilities are also susceptible to emotional challenges which often lead to social violence.

2.3 PURPOSE OF THE TERMS OF REFERENCE

The Department is seeking proposals from credible Service Providers to produce the KZN Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities.

3 PROJECT OBJECTIVES

The main objective of this project is to produce a Strategy that will provide a clear direction for the province to effectively and efficiently support entrepreneurs with disabilities in the province.

3.1 OVERALL OBJECTIVES

The overall objectives of this project are as follows:

- To undertake an in-depth analysis of the prevailing challenges and opportunities that face the KZN entrepreneurs with disabilities
- To highlight the most concentrated economic sectors that entrepreneurs with disabilities are operating in.
- To provide a framework for planning, co-ordination, implementation and monitoring of this provincial strategy

4 SCOPE OF THE PROJECT

The appointed service provider will be expected to carry out the following broad outputs and activities in order to meet the objectives of this initiative:

4.1 PHASE 1 SITUATIONAL ANALYSIS AND ACTIVITIES

An in-depth analysis highlighting challenges and opportunities available to Entrepreneurs with Disabilities. Activities will include:

- An overview of legislation and policies relevant to Disability Empowerment.
- Highlight prominent challenges and opportunities in the key economic sectors where Entrepreneurs with Disabilities operate.
- Conducting multi stakeholder Provincial Workshops and interviews.
- A clear and a succinct problem statement that encapsulates salient challenges and key opportunities in the province concerning the targeted group.

4.2 PHASE 2 KZN ECONOMIC EMPOWERMENT STRATEGY WITH IMPLEMENTATION PLAN FOR THE ENTREPRENEURS WITH DISABILITIES

The strategy will articulate the common vision, key elements and principles as well as key areas for strategic focus and interventions. Activities will include the following:

- Engage with relevant key stakeholders to solicit their views;
- Identify possible solutions that could unlock various economic opportunities for Entrepreneurs with Disabilities in the province;
- Provide clear guidelines on how these opportunities can be accessed and managed to ensure sustainability, fairness and equitable distribution;
- Outline clear short, medium and long-term programs highlighting priority projects;
- Draft strategy with implementation plan

4.3 PHASE 3 CLOSURES OUT PROCESS

The close out process will include the following:

- Engage stakeholders and obtain buy in, support and ownership.
- Final strategy

5 DURATION AND PHASING

| Description | Duration | Due Date |
|--|----------|----------------------|
| Key Output 1. | | |
| Situational Analysis | 3 months | End October 2021 |
| Key Output 2. | | |
| Produced first Draft of KZN Economic Empowerment Strategy for Entrepreneurs with Disabilities | 2 months | December 2021 |
| Output 3. | | |
| Finalize Strategy with Implementation Plan for KZN Economic Empowerment Strategy for Entrepreneurs with Disabilities | 2 months | End of February 2022 |

6 TECHNICAL TEAM COMPOSITION

The Service Provider must have the following key experts:

- Team Leader/Project manager;
- Co-ordinator – Stakeholder Relations and Research; and
- Administrative assistant

The proposal should provide a detailed description of the team composition and Curriculum

Vitae (CVs) of all project team members. Please kindly note that team members who are submitted as part of the bid must be involved in the carrying out of the project. Should there be a need for replacements, substitutes must be of equal calibre and prior approval must be sought from EDTEA. The team should comprise of the key experts as listed above.

PREFERENCE WILL BE GIVEN TO SERVICE PROVIDERS WITH DISABILITIES

| Job Title | Qualification | Knowledge & Experience |
|--|---|---|
| KEY EXPERT 1: TEAM LEADER / PROJECT MANAGER | Must hold an officially recognised Post graduate degree in management, development studies or economics | <ul style="list-style-type: none"> • A minimum of 5 years' experience in project management • The Project Manager must have coordinated stakeholder engagements for government Institutions during the past five (5) years. • A minimum of 5 years of relevant experience in a lead position in the project management of economic transformation or empowerment projects and the planning, implementation and evaluation of technical assistance and capacity building programmes. • Knowledge of government policies and processes • Excellent report writing and presentation skills • Proven project management skills • Proven leadership skills • The Project Manager will undertake any other activity that would be necessary to ensure the proper supervision and management of the programme. • The Project Manager should have long-term experience in economic transformation; institutional arrangements for cross-sector partnerships in empowerment; and programme management; SMME development, economic empowerment concepts development. |
| KEY EXPERT 2: STAKEHOLDER RELATIONS AND RESEARCH CO-ORDINATOR | The Stakeholders relations and research Coordinator must have a university degree in development studies, communication, finance, administration and management, accountancy, public financial management degree. | <ul style="list-style-type: none"> • The Stakeholder relations and researcher should have <u>a minimum of 5 years of operational experience</u> in economic transformation or SMME development areas relevant to the project, and project management experience. • The Coordinator should have a thorough understanding of Government economic transformation strategies and demonstrate an ability to analyse and interpret research and policy data. • The Stakeholders relations and research Coordinator should possess the experience, skills, competencies and knowledge in the following areas: <ul style="list-style-type: none"> - Economic transformation policies and regulations; - demonstrated relevant experience in financial management of large scale projects; - strong knowledge of project cycle management; presentation skills; |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> - strong communication (oral and written skills) and networking skills; - good interpersonal relations analytical thinking and problem solving and computer literacy (Word, Power Point, Excel). |
| KEY EXPERT 3 : ADMINISTRATIVE ASSISTANT | The Administrator Assistant must have an officially recognised Administration Diploma | <ul style="list-style-type: none"> • The Administrator should have <u>a minimum of 3 years specific experience</u> in administrative systems, project financial management and accounting; with relevant experience in large multicultural environment. <ul style="list-style-type: none"> - The Administrator should possess the experience, skills, competencies and knowledge in the following areas: <ul style="list-style-type: none"> - Excellent Word processing and Excel skills; - Budgeting and financial management skills; organisational skills; interpersonal skills with the ability to work within multi-functional and multi-cultural teams; - Fluency in IsiZulu, and English; computer literacy. |

7 REPORTING REQUIREMENTS

Once appointed, the service provider must be prepared to have an inception meeting where they will present the workplan with timeframes and the approach/methodology of developing the KZN Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities. Thereafter meetings (virtual), in accordance with Covid 19 regulations will be held every two months with the department to report progress. The appointed service provider must also cater for 2 adhoc meetings which will be held at their offices in KZN should a need arise. The above must be considered in the quote. The meeting notifications must be directed to the project manager with the following contact details:

Ms Nonkululeko Nkwanyana

KZN Department of Economic Development, Tourism and Environmental Affairs

Ground floor, Economic Development House

270 Jabu Ndlovu Street Pietermaritzburg

3201

Tel. (033) 264 2776 / 065 8020 436

E-mail: Nonkululeko.nkwanyana@kznedtea.gov.za

8 BID REQUIREMENTS

8.1 Understanding the project context and project

Bidders are required to describe in detail their understanding of the brief and ToRs to ensure that what is required of them fulfils the needs and objectives of KwaZulu Natal Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities.

8.2 Approach/Methodology

The approach and methodology should be specific to the understanding of the scope of work and outline the proposed approach/methodology. Service providers must include a detailed project plan for the development of the KwaZulu Natal Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities, which should among other things include a schedule of timelines, clear methodology/flow of activities, deliverables and milestones.

8.3 Budget Breakdown

The financial offer must contain:

| Key Expert Name | Key Deliverable/ Activity | Number of Days Required | Number of Hours | Rate per Hour |
|-----------------|---------------------------|-------------------------|-----------------|---------------|
| | | | | |

- The financial offer must be Vat Inclusive.
- Disbursement must be calculated at 10% of project cost.

8.4 Cash Flow Forecast

The Bidder to insert the cash flow forecast for the project. The cash flow forecast should illustrate what the bidder expects in terms of expenditure on the project over the duration of the project.

9 TECHNICAL PROPOSAL

The Technical Proposals must include the following information:

9.1 Understanding of the Assignment

Bidders are required to describe in detail their understanding of the objectives of the terms of reference and project. Bidders can provide as much background information as possible to illustrate their understanding. Bidder/s can also explain any additional value add and innovation that they bring in relation to the objectives of the project.

9.2 Approach and Methodology

The approach and methodology should detail the bidder/s understanding of the scope of work and outline the proposed approach/methodology. It should explain why the approach and methodology is appropriate to achieving the both the scope of work as well as the objectives of TOR. This section should also set out variables and risks associated approach/methodology and any other matters that might affect the achievement of the assignment.

9.3 Proposed Organisational Structure

The bidder/s should propose the structure and composition of their team and specifically the main disciplines involved and how they will organise themselves to implement and achieve the objectives of the project (particularly in the case where

the bidder consists of a consortium of firms). It could also include the additional backstopping support to be provided by the Bidder.

9.4 Company's Skills and Competence

The proposal must clearly indicate the company's relevant experience, skills, methodology and knowledge in similar projects and should outline:

| Experience | Proof required |
|---|---|
| Experienced in Strategy Development / Economic Empowerment programmes | Attach proof of the testimonial letters |
| Experienced in Strategy Development / Economic Empowerment programmes | Attach proof of the testimonial letters |
| 5 years' experience in Empowerment programmes in KZN | Attached testimonial letter or approval letter revealing project managed (in 5 years) |

Prequalification Criteria (as per Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017)

PREFERENCE WILL BE GIVEN TO BUSINESSES OWNED BY ENTREPRENEURS WITH DISABILITIES

| | |
|----------|--|
| Criteria | level one, Exempted Micro-Enterprises (EME) Means of verification: certified copy of Affidavit/B-BBEE certificate |
|----------|--|

A full and complete company profile/resumē must be provided for the bidder/s and/or joint venture partners inclusive of at least 3 references. This must include a full project listing and description of projects managed by the bidder/s. It should also include value of each of the projects as well as a listing of associated clients and their contact details.

The evaluation of the above aspects will enable an assessment of the bidders' experience in the management of similar programmes and/or projects, their ability and capacity to manage a project of this nature, and whether any potential conflict of interest exists.

9.4.1 Proposed Technical Team Profile

The qualifications, skills and experience of the proposed Key Experts (KEs) will be assessed in three ways:

- Qualifications and Professional Registration – which includes all the formal recognised qualifications and professional registration the proposed KE has achieved.
- General Professional Experience – referring to the totality of professional working experience and the positions held and;
- Specific Professional Experience – referring to the specific experience of the KE in a sector, field and/or subject that is related to the scope of work and the proposed role of the KE.

For each **Key Expert** a concise CV must be submitted in the format provided in **Annexure** In addition:

- The CV's should illustrate the qualifications, skills, and experience required for the position for which the KE is being proposed.
- Bidders must make it clear in both the organisational structure and in the CV the role to be played by the specific KE.
- The CVs should include at least three traceable references.
- Professional registration documents as applicable must be attached to the CV's.
- All Key Experts and short-term experts must sign the Statements of Availability and Exclusivity attached as Annexure 2.

All supporting documents that are not ORIGINALS must be certified and must not be older than three months.

10 FINANCIAL PROPOSAL

In addition to Section F&G of the Bid Document, bidders are required to submit a financial proposal.

Bidders are reminded that this is primarily a time and fee-based contract. Bidders are encouraged to use the Engineering Council of South Africa (ECSA) Guidelines on the estimation of time-based fees, ECSA guide on disbursements, and/or the DPSA Guideline on Consultancy Fees.

The financial offer must contain two separate elements:

- Budget breakdown including the number of days, unit cost or fee rate, and output cost per Key Expert. Sub-contracted outputs should also be costed and presented as part of the budget breakdown. All incidental and/or disbursement costs and/or contingency provisions should also be included.
- Cash flow forecast for the inception phase.

The financial offers must be VAT inclusive.

11. The Evaluation Process will be conducted in the following phases:

| Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5 |
|--|--|--|---|--|
| Pre-Qualification Criteria | Administrative Compliance | Functionality Requirement | Price and Preference | Negotiation and Final Award |
| Assessment of Pre-Qualification Criteria | Compliance with Mandatory and other Bid Requirements | Bidders will be assessed to verify capacity to execute the contract. | Bids will be evaluated using the 80/20 preference points system | Negotiations will take place if needed, and final award to be made |

Table 1: Phases for Evaluation**11.1 Phase 1 – Prequalification Criteria**

11.1.1 Only bidders who meet the below criteria may respond to the bid to produce a KZN Economic Empowerment strategy with implementation plan for Entrepreneurs with disabilities: Entities who are Level 1 status level contributors to B-BBEE

11.1.2 Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificates issued by a verification agencies accredited by SANAS or sworn affidavit signed by EME representative attested by Commissioner of Oaths or a B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs

11.1.3 Tenders who do not meet the prequalification criteria stipulated in the tender document will disqualify from further evaluation.

11.2 Phase 2 – Administrative Compliance

During this phase of evaluation bidders' TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents must be submitted for administrative compliance purposes;

MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

| | |
|--|---|
| CSD Registration number | The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. |
| Tax Information | The CSD and the tax compliance status PIN shall be used to verify the tax compliance status of the bidder. Bidder may submit a Tax Clearance Certificate. The authenticity of the submitted Tax Clearance Certificate shall be verified on the online SARS e-filing system. |
| Declaration of Interest – SBD 4 | Completed and signed |
| Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 | Completed and signed |
| Certificate of Independent Bid Determination – SBD 9 | Completed and signed |
| Authority to Sign a Bid: COMPANIES | Section M paragraph A must be completed and signed. If a Bidder is a company, a certified copy of the resolution by the board of directors, |

| | |
|---|---|
| | personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company |
| Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) | Section M paragraph B must be completed and signed |
| Authority to Sign a Bid: CLOSE CORPORATION | Section M paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf |
| | |
| Authority to Sign a Bid : CO-OPERATIVE | Section M paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf |
| Authority to Sign a Bid : JOINT VENTURE | Section M paragraph F must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid |
| Authority to Sign a Bid: CONSORTIUM | Section M paragraph G must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID |
| Authority to Sign a Bid: PARTNERSHIP | Section M paragraph C must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner |

11.3 Phase 3 – Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each

| No | Evaluation Criteria | Guidelines | Maximum Points |
|----|--|---|----------------|
| 1 | Experience in Economic Empowerment Programmes/ Strategy Development | Bidders are required to describe in detail their understanding of the brief and ToRs to ensure that what is required of them fulfils the needs and objectives of KwaZulu Natal Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities. The approach and methodology should be specific to the understanding of the scope of work and outline the proposed approach/methodology. | 50 |
| 2 | Understanding of assignment | Bidders are required to describe in detail their understanding of the objectives of the terms of reference and project. Bidders can provide as much background information as possible to illustrate their understanding. Bidder/s can also explain any additional value add and innovation that they bring in relation to the objectives of the project. | 5 |
| 3 | Methodology/ strategy Approach | The approach and methodology should detail the bidder/s understanding of the scope of work and outline the proposed approach/methodology. It should explain why the approach and methodology is appropriate to achieving the both the scope of work as well as the objectives of TOR. This section should also set out variables and risks associated approach/methodology and any other matters that might affect the achievement of the assignment. | 10 |
| 4 | Timetable of activities and location | Service providers must include a detailed project plan for the development of the KwaZulu Natal Economic Empowerment Strategy with implementation plan for Entrepreneurs with Disabilities, which should among other things include a schedule of timelines, clear methodology/flow of activities, deliverables and milestones. | 5 |
| 5 | Key Experts Qualifications and Experience | Team Leader/Key Expert 1 <ul style="list-style-type: none"> • Must hold an officially recognized Post graduate degree in management, development studies or economics • A minimum of 5 years' experience in project management • The Project Manager must have coordinated stakeholder engagements for government Institutions during the past five (5) years. | 30 |

- A minimum of 5 years of relevant experience in a lead position in the project management of economic transformation or empowerment projects and the planning, implementation and evaluation of technical assistance and capacity building programmes.
- Knowledge of government policies and processes
- Excellent report writing and presentation skills
- Proven project management skills
- Proven leadership skills
- The Project Manager will undertake any other activity that would be necessary to ensure the proper supervision and management of the programme.
- The Project Manager should have long-term experience in economic transformation; institutional arrangements for cross-sector partnerships in empowerment; and programme management; SMME development, economic empowerment concepts development.

Key Expert 2

- The Stakeholders relations and research Coordinator must have a university degree in development studies, communication, finance, administration and management, accountancy, public financial management degree.
- The Stakeholder relations and researcher should have a minimum of 5 years of operational experience in economic transformation or SMME development areas relevant to the project, and project management experience.
- The Coordinator should have a thorough understanding of Government economic transformation strategies and demonstrate an ability to analyse and interpret research and policy data.
- The Stakeholders relations and research Coordinator should possess the experience, skills, competencies and knowledge in the following areas:
 - Economic transformation policies and regulations;
 - demonstrated relevant experience in financial management of large scale projects;
 - strong knowledge of project cycle management; presentation skills;
 - strong communication (oral and written skills) and networking skills;
 - good interpersonal relations analytical thinking and problem solving and computer literacy (Word, Power Point, Excel).

Key Expert 3

| | | |
|----------------------------|---|-----|
| | <ul style="list-style-type: none"> • The Administrator Assistant must have an officially recognised Administration Diploma • The Administrator should have <u>a minimum of 3 years specific experience</u> in administrative systems, project financial management and accounting; with relevant experience in large multicultural environment. • The Administrator should possess the experience, skills, competencies and knowledge in the following areas: <ul style="list-style-type: none"> • Excellent Word processing and Excel skills; • Budgeting and financial management skills; organisational skills; interpersonal skills with the ability to work within multi-functional and multi-cultural teams; • Fluency in IsiZulu, and English; computer literacy. | |
| Overall Score Total | | 100 |

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4 of the evaluation of the bid (Price and preference).

11.4 Phase 4 – Price and Preference Evaluation

11.4.1 In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.

11.4.2 The following formula will be used to calculate the points for price:

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

11.4.3 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points (80/20) |
|------------------------------------|--------------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-Compliant Contributor | 0 |

11.4.4 Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.

11.4.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.

11.4.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points at the participant's level.

11.5 Phase 5: Negotiation and final award

Once the evaluation and adjudication processes have been concluded, Negotiations will take place if needed and final award to be made.

12. NON-APPOINTMENT

EDTEA reserves its rights either NOT to make an appointment and/or appoint the bidder with the lowest price. EDTEA also reserves its right to negotiate the final price of those bids deemed technical compliant.

ANNEXURE 1: CURRICULUM VITAE (max 5 pages)

Proposed role in the project:

1. Family name:
2. First name:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution [Date from-Date to]

Degree(s) of Diploma(s) obtained

7. Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
| English | | | |
| Zulu | | | |
| | | | |

8. Membership of professional bodies:
9. Other skills: (e.g. Computer literacy, etc.)
10. Present position:
11. Years within the firm:
12. Key qualifications and knowledge: (Relevant to the project)
13. Professional Experience

| Date from - date to | Location | Company | Position | Description of projects/ responsibilities etc. |
|---------------------|----------|---------|----------|--|
| | | | | |

ANNEXURE 2: STATEMENT OF AVAILABILITY

TENDER REF: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tender <tender name> in the above mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

| From | To |
|---------------------|-------------------|
| <start of period 1> | <end of period 1> |
| <start of period 2> | <end of period 2> |
| <etc> | |

| | |
|------------------|--|
| Name | |
| Signature | |
| Date | |

ANNEXURE 3: EVALUATION GRID

The minimum pass mark for this project is 70%

To be completed for each tender by each evaluator

| Name of project | Maximum | Initial assessment |
|---|---------|--------------------|
| Understanding of assignment, company experience and methodology and location | 68 | |
| Experience in Economic Empowerment Programmes/ Strategy Development | (50) | |
| 8+ Projects = 50 Points | | |
| 6+ Projects =40 Points | | |
| 4+ Projects = 30 Points | | |
| 2+ Projects = 20 Points | | |
| 0-1 Project =0 Points | | |
| Understanding of Assignment | (5) | |
| Company understands assignment = 5 points | | |
| Some understanding of assignment = 2 points | | |
| No understanding of assignment = 0 points | | |
| Methodology | (5) | |
| Rationale =5 points | 5 | |
| Clear rationale to the approach = 5 points | | |
| Some understanding but not clear = 2 point | | |
| No rationale = 0 points | | |
| Strategy/ Approach | (5) | |
| Clear strategy or approach identified = 5 points | | |
| Strategy or approach not clear= 2 points | | |
| No strategy or approach identified = 0 points | | |
| Timetable of activities | (3) | |
| Detailed timetable of activities included = 3 points | | |
| Brief/ summarised timetable of activities = 1 points | | |
| No timetable of activities included = 0 points | | |

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| Key Experts : Project Team skills and experience | 30 | |
| Project Manager: Qualification and experience | (20) | |
| Qualification | 5 | |
| 3 Year Qualification (Degree) = 5 Points | | |
| No Qualification = 0 Points | | |
| Experience in Disability Empowerment projects | 15 | |
| 5 Years' Experience in Economic Transformation/ Empowerment projects = 15 | | |
| 3-5 Years' Experience = 5 points | | |
| 1-2 Years' Experience = 3 points | | |
| 0 Years' Experience = 0 points | | |
| Stakeholder Relations and Research Co-ordinator | (7) | |
| Qualification | 2 | |
| 3 Year Qualification (Degree) = 2 Points | | |
| No Qualification = 0 Points | | |
| Experience in Economic Transformation/empowerment projects | 5 | |
| 2 years' experience in Economic Transformation/empowerment projects = 5 points | | |
| 1-2 Years' Experience = 2 points | | |
| 0 Years' Experience = 0 points | | |
| Administrative Assistant: Qualification and experience | (3) | |
| Qualification | 1 | |
| A Diploma in business administration, public administration, project management = 1 Points | | |
| No Qualification = 0 Points | | |
| Experience in Administration of Disability Programs in KZN | 2 | |

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|---|----|--|
| 1year Admin experience in Economic Transformation/empowerment projects = 2 points | | |
| 0 Years' Experience = 0 points | | |
| Evaluation Score | 98 | |

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|------------|--|
| Strengths | |
| Weaknesses | |

Evaluation performed by:

| | |
|-----------|--|
| Name | |
| Signature | |
| Date | |