



## **KWAZULU-NATAL PROVINCE**

**ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS**  
REPUBLIC OF SOUTH AFRICA

**Invitation to Tender – ZNT 04 EDTEA 22/23**

**KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs**

Suitable and capable service providers are invited to bid for the: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF SPECIALIZED BROADBAND TECHNICAL SUPPORT SERVICES FOR A PERIOD OF THREE (3) YEARS.**

### **Prequalifying Criteria as a condition of the tender**

- 1. Entities that are Level 1 contributors to B-BBEE, EME or QSE**  
Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs.
- 2. Any tenderer that fails to meet the Prequalifying Criteria as condition of tender requirements will be deemed invalid.**

### **Collection of Bid Documents**

Bid documents can be downloaded from [www.kznedtea.gov.za](http://www.kznedtea.gov.za) / [www.etenders.gov.za](http://www.etenders.gov.za)

Queries relating to the issue of these documents may be addressed to Londiwe Luthuli Tel. No. (033) 264 2579: e-mail [Londiwe.luthuli@kznedtea.gov.za](mailto:Londiwe.luthuli@kznedtea.gov.za)

The closing time for receipt of Tenders is **11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

***NB: Kindly Please also submit copies of proposal in a flash drive, flash drives are non- returnable.***

**TABLE OF CONTENT**

| <b>SECTION</b> |        | <b>DESCRIPTION</b>                                      | <b>PAGE NO.</b> |
|----------------|--------|---|-----------------|
| SECTION A      | PART A | INVITATION TO BID (SBD 1)                               | <b>3-4</b>      |
|                | PART B | TERMS AND CONDITIONS FOR BIDDING (SBD 1)                | 5               |
| SECTION B      |        | LIST OF RETURNABLE AND COMPULSORY DOCUMENTS             | 6-7             |
| SECTION C      |        | SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID        | 8               |
| SECTION D      |        | REGISTRATION ON CENTRAL SUPPLIERS DATABASE              | 9               |
| SECTION E      |        | DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS       | 10              |
| SECTION F      |        | OFFICIAL BRIEFING SESSION FORM                          | 11              |
| SECTION G      |        | BIDDER'S DISCLOSURE (SBD 4)                             | 12-13           |
| SECTION H      |        | THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) | 14-15           |
| SECTION I      |        | PREFERENCE POINTS CLAIM FORM (SBD 6.1)                  | 16-24           |
| SECTION J      |        | QUESTIONNAIRES REPLIES                                  | 25              |
| SECTION K      |        | SPECIAL CONDITIONS OF CONTRACT                          | 26-28           |
| SECTION L      |        | GENERAL CONDITIONS OF CONTRACT                          | 29-37           |
| SECTION M      |        | AUTHORITY TO SIGN THE BID                               | 38              |
| SECTION N      |        | SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION  | 39              |
| ANNEXURE A     |        | TERMS OF REFERENCE                                      | 40-72           |
| ANNEXURE B     |        | EVALUATION GRID   | 73-70           |
| ANNEXURE C     |        | CV FORMAT   | 77              |
| ANNEXURE D     |        | STATEMENT OF EXCLUSIVITY AND AVAILABILITY               | 78              |

**SECTION A**  
**PART A**  
**INVITATION TO BID**

|   |   |               |  |   |              |
|---|---|---------------|--|---|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |   |               |  |   |              |
| BID NUMBER:   | <b>ZNT 04 EDTEA22/23</b>  | CLOSING DATE: | <b>17 OCTOBER 2022</b>   | CLOSING TIME:   | <b>11:00</b> |
| DESCRIPTION   | <b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF SPECIALIZED BROADBAND TECHNICAL SUPPORT SERVICES FOR A PERIOD OF THREE (3) YEARS.</b> |               |  |   |              |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |   |               |  |   |              |
| <b>GROUND FLOOR FOYER</b>   |   |               |  |   |              |
| <b>270 JABU NDLOVU STREET</b>   |   |               |  |   |              |
| <b>PEITERMARITZBURG</b>   |   |               |  |   |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |   |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |   |              |
| CONTACT PERSON  | <b>Ms Londiwe Luthuli</b>   |               | CONTACT PERSON   | <b>Mr Ayanda Mangele</b>  |              |
| TELEPHONE NUMBER  | <b>033 264 2579</b>   |               | TELEPHONE NUMBER   | <b>033 264 2890</b>   |              |
| FACSIMILE NUMBER  |   |               | FACSIMILE NUMBER   |   |              |
| E-MAIL ADDRESS  | <a href="mailto:Londiwe.luthuli@kznedtea.gov.za">Londiwe.luthuli@kznedtea.gov.za</a>  |               | E-MAIL ADDRESS   | <a href="mailto:Ayanda.mangele@kznedtea.gov.za">Ayanda.mangele@kznedtea.gov.za</a>                    |              |
| <b>SUPPLIER INFORMATION</b>   |   |               |  |   |              |
| 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]<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |              |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |               |  |   |              |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |              |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |               |  |   |              |

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: .....

**SECTION B**  
**LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS**

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

| Section/<br>Schedule  | Description  | Compulsory<br>(Yes / No)         | Non-<br>Submission<br>will render<br>bidders<br>non-<br>responsive<br>(Yes/No) | Compulsory<br>(Yes / No)<br>For BID<br>Evaluation<br>Purposes | Yes | No | N/A |
|---|--|----------------------------------|--|---|-----|----|-----|
| <b>Prospective Service Providers MUST complete the following as per the BID document:</b> |  |                                  |  |   |     |    |     |
| <b>Section A -<br/>Part A</b>   | <b>Invitation to BID</b>   | <b>Yes</b>                       | <b>Yes</b>   |   |     |    |     |
| <b>Section A<br/>- Part B</b>   | <b>Terms and Conditions for<br/>bidding (SBD 1)</b>  | <b>Read Only</b>                 |  |   |     |    |     |
| <b>Section B</b>  | <b>List of all Returnable &amp;<br/>Compulsory Documents</b>   | <b>Read only</b>                 |  |   |     |    |     |
| <b>Section C</b>  | Special Instructions regarding<br>completion of bid  | <b>Read only</b>                 |  |   |     |    |     |
| <b>Section D</b>  | Registration on Central<br>Suppliers Database  | <b>Read Only</b>                 |  |   |     |    |     |
| <b>Section E</b>  | Declaration that information on<br>Central Suppliers database is<br>correct and up to date   | <b>Yes</b>                       | <b>Yes</b>   |   |     |    |     |
| <b>Section F</b>  | Official Briefing session form   | <b>Yes</b>                       | <b>Yes</b>   | <b>Not applicable</b>   |     |    |     |
| <b>Section G</b>  | Bidder's disclosure form<br>(SBD4)   | <b>Yes</b>                       | <b>Yes</b>   |   |     |    |     |
| <b>Section H</b>  | The National Industrial<br>Participation Programme<br><b>(Only to be included for bids<br/>equal or exceeding<br/>R10 000 000)</b> | <b>Yes<br/>If<br/>Applicable</b> | <b>Yes<br/>If<br/>Applicable</b>   |   |     |    |     |
| <b>Section I</b>  | Preference Points Claim Form<br>In terms of the Preferential<br>Procurement Regulations<br>2017.                                   |                                  |  | <b>Yes<br/>If Applicable</b>                                  |     |    |     |
| <b>Section J</b>  | <b>Questionnaire Replies - To</b>  |                                  |  | <b>Yes</b>  |     |    |     |

| <b>Section/<br/>Schedule</b> | <b>Description</b>  | <b>Compulsory<br/>(Yes / No)</b> | <b>Non-<br/>Submission<br/>will render<br/>bidders<br/>non-<br/>responsive<br/>(Yes/No)</b> | <b>Compulsory<br/>(Yes / No)<br/>For BID<br/>Evaluation<br/>Purposes</b> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|------------------------------|---|----------------------------------|---|--|------------|-----------|------------|
|                              | be only included when BIDs for goods are involved.  |                                  |   | <b>If applicable</b>   |            |           |            |
| <b>Section K</b>             | Special Conditions of Contract  | <b>Read only</b>                 |   |  |            |           |            |
| <b>Section L</b>             | General Conditions of Contract  | <b>Read only</b>                 |   |  |            |           |            |
| <b>Section M</b>             | <b>Authority to Sign a BID</b>  |                                  |   |  |            |           |            |
|                              | Provide resolution letter the director(s) for relevant enterprise status  | <b>Yes</b>                       | <b>Yes</b>  |  |            |           |            |
|                              | Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises | <b>Yes</b>                       | <b>Yes</b>  |  |            |           |            |
| <b>Section N</b>             | Schedule variations from good and services information  |                                  |   | <b>Yes<br/>If applicable</b>   |            |           |            |

## SECTION C

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

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

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



## SECTION D

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION E**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

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

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

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

**DATE:** .....

**SECTION F**

**NOT APPLICABLE**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

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

Site/Building/Institution Involved: Department of Economic Development, Tourism and Environmental Affairs

Quotation Reference No: **ZNT 04 EDTEA 2022/2023**

Goods/Service/Work: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF SPECIALIZED BROADBAND TECHNICAL SUPPORT SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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

On behalf of (company name) \_\_\_\_\_

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

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

|  |
|--|
| <b>Departmental Stamp With Signature</b> |
|  |

SECTION G

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1. If so, furnish particulars:  
.....  
.....

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

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

|                    |                          |
|--------------------|--------------------------|
| .....<br>Signature | .....<br>Date            |
| .....<br>Position  | .....<br>Name of bid der |

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SECTION H**  
**NOT APPLICABLE**

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### 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 A 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) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto: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 I

Please note that this section needs to be completed as per bid requirements

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

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:

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

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 quotations, advertised competitive bidding 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) “**price**” 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 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                               |

**6. BID DECLARATION**

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

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

7.1 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.)

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 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"/> |
|-----|--------------------------|----|--------------------------|

v) 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 last 51% owned by: | EME<br>√ | QSE<br>√ |
|--|----------|----------|

|   |  |  |
|---|--|--|
| 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   |  |  |

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 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 bidding 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

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

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

|   |  |
|---|--|
| <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Stamp

\_\_\_\_\_  
Signature of Commissioner of Oaths

Date \_\_\_\_\_

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

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

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Stamp**

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

Date \_\_\_\_\_



**SECTION J**  
**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 K

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

#### 1. CONTRACT PERIOD

##### 1.1 (36 months)

#### 2. EVALUATION CRITERIA: PLEASE REFER TO ANNEXURE A : TERMS OF REFERENCE

There are (04 phases) main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and functionality.

##### 2.1 Step 1 – Pre-qualification Criteria

In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria below will be evaluated further in terms of functional requirements as well as the 80/20 preference points systems.

Only bidders who meet the below criteria may respond to the bid:

- **Entities that are Level 1 status level contributors to B-BBEE or**
- **An EME or QSE**

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

Bidders who fail to comply with the pre-qualification criteria and fail to submit documentary proof of the pre-qualification criteria will be disqualified from further evaluation.

A trust consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

##### 2.2 Step 2 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to O. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

| CRITERIA  |   | YES | NO | REMARKS        |
|-----------|---|-----|----|----------------|
| PART A    | INVITATION TO BID (SBD 1)                               | X   |    |                |
| PART B    | TERMS AND CONDITIONS FOR BIDDING (SBD 1)                | X   |    |                |
| SECTION B | LIST OF RETURNABLE AND COMPULSORY DOCUMENTS             | X   |    |                |
| SECTION C | SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID        |     |    | READ ONLY      |
| SECTION D | REGISTRATION ON CENTRAL SUPPLIERS DATABASE              |     |    | READ ONLY      |
| SECTION E | DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS       | X   |    |                |
| SECTION F | OFFICIAL BRIEFING SESSION FORM                          |     | X  | NOT APPLICABLE |
| SECTION G | BIDDER'S DISCLOSURE (SBD 4)                             | X   |    |                |
| SECTION H | THE NATIONAN INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) |     |    | NOT APPLICABLE |
| SECTION I | PREFERENCE POINTS CLAIM FORM (SBD 6.1)                  | X   |    |                |
| SECTION J | QUESTIONNAIRES REPLIES                                  | X   |    |                |
| SECTION K | GENERAL CONDITIONS OF CONTRACT                          | X   |    |                |
| SECTION L | SPECIAL CONDITIONS OF CONTRACT                          |     |    | READ ONLY      |
| SECTION M | AUTHORITY TO SIGN THE BID                               | X   |    |                |
| SECTION N | SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION   |     |    | IF APPLICABLE  |
|           |   |     |    |                |

#### 2.4. Step 3- Functionality

This bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 60% in order to proceed to the next stage of evaluation.

#### 2.5 Step 4 - Negotiation

Where applicable the department reserves the right to negotiate with the recommended bidder

### 3. BID APPEAL TRIBUNAL (BAT)

**BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:**

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

## SECTION L

### 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**

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 1.1 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.
- 1.2 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](http://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.**

- 4.1 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.
- 4.2 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.
- 4.3 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.

- 4.4 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**

- 1.1. 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.

## **2. Performance security**

- 1.1 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.
- 1.2 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.
- 1.3 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:
  3. 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
  4. a cashier's or certified cheque
- 1.4 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.

## **2. Inspections, tests and analyses**

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.

- 2.8 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.

### **3. Packing**

- 3.1 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.
- 3.2 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.

### **4. Delivery and documents**

- 4.1 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.
- 4.2 Documents to be submitted by the supplier are specified in SCC.

### **5. Insurance**

- 5.1 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.

### **6. Transportation**

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

### **7. Incidental Services**

- 7.1 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.
- 7.2 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.

### **8. Spare parts**

- 8.1 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.

## **9. Warranty**

- 9.1 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.
- 9.2 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.
- 9.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 9.4 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.
- 9.5 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.

## **10. Payment**

- 10.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 10.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 10.3 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.
- 10.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **11. Prices**

- 11.1 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.

## **12. Contract amendments**

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

## **13. Assignment**

- 13.1 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.

## **14. Subcontracts**

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

## **15. Delays in the supplier's performance**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.

## **16. Penalties**

- 16.1 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.

## **17. Termination for default**

- 17.1 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.
- 17.2 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.
- 17.3 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.

- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 17.7 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.

## **18. Anti-dumping and countervailing duties and rights**

- 18.1 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.

## **19. Force Majeure**

- 19.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 19.2 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.

## **20. Termination for insolvency**

- 20.1 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.

## **21. Settlement of Disputes**

- 21.1 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.
- 21.2 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.
- 21.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 21.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **22. Limitation of liability**

- 22.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **23. Governing language**

- 23.1 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.

## **24. Applicable law**

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

## **25. Notices**

- 25.1 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
- 25.2 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.

## **26. Taxes and duties**

- 26.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 26.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 26.3 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.

**27. National Industrial Participation (NIP) Programme**

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

**28. Prohibition of Restrictive practices**

28.1 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).

28.2 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 19

**SECTION M  
AUTHORITY TO SIGN A BID**

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

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

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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

**Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.**



ANNEXURE A

Terms of Reference/ Specifications



**KWAZULU-NATAL PROVINCE**

**ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS**

REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF SPECIALIZED BROADBAND  
TECHNICAL SUPPORT SERVICES FOR A PERIOD OF THREE (3) YEARS.**



## Abbreviations and acronyms

|              |  |
|--------------|--|
| <b>EDTEA</b> | Department of Economic Development, Tourism AND Environmental Services |
| <b>ICASA</b> | Independent Communications Authority of <b>South Africa</b>            |
| <b>ICT</b>   | Information and Communication Technologies                             |
| <b>TOR</b>   | Terms of Reference   |
| <b>SLA</b>   | Service Level Agreement  |
| <b>SP</b>    | Service Provider   |
| <b>DPSA</b>  | Department of Public Service and Administration                        |
| <b>ECSA</b>  | Engineering Council of Southern Africa                                 |
| <b>KZN</b>   | Province of KwaZulu-Natal  |
| <b>OSI</b>   | Open System Interconnection  |
| <b>LED</b>   | Local Economic Development   |
| <b>WIFI</b>  | IEEE 802.11b Direct Sequence   |
| <b>PFMA</b>  | Public Finance Management Act  |
| <b>PMU</b>   | Project Management Unit  |
| <b>VAT</b>   | Value Added Tax  |
| <b>PPP</b>   | Public Private Partnership   |

## 1. PROGRAMME AND SUB-PROGRAMME OVERVIEW

The Trade and Industry Development Directorate was established to stimulate economic growth through trade and investment, development of priority sectors and implementing strategic industrial interventions. The key strategic focus of the sub-programme is to facilitate the global competitiveness of priority economic sectors of the province through the implementation of strategic programs and projects that will improve industrial manufacturing capabilities and enhance the services sector.

## 2. BACKGROUND

The Cabinet resolution of the 31<sup>st</sup> of July 2019 (Executive Council Resolution No 63) mandated the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) to drive the rollout and expansion of the availability and affordability of access to high-speed Broadband in KwaZulu-Natal. EDTEA is embarking on a process to source service providers that will provide support to the Project Management Unit that has been tasked with ensuring speedily implementation of broadband services across the province.

The provincial's commitment is to ensure that there is broadband connectivity for every citizen and to spur private sector investment in the province. The KwaZulu-Natal Broadband Connectivity initiative aims to increase accessibility of affordable broadband services throughout the province, particularly in deprived communities. The focus is on satisfying the variety of needs among the users, including citizens in rural areas, schools, health facilities, corporate and other public institutions. The project will foster the deployment of networks and the accessibility to the range of services of broadband and this is envisaged to bridge the digital divide in the province.

To achieve the above, EDTEA PMU requires the expertise of various experts to assist with services such as network design, study the impact of the province terrain and environmental impact in order to determine proper technological solutions to be deployed, conduct commercial, economic and business case feasibilities to prepare for funding requirements, look at legal implications that could impact the project, and more importantly project management of the overall deployment.

## 3. THE PURPOSE OF THE TERMS OF REFERENCE

EDTEA wishes to establish a panel of service providers to provide specialized technical support services to the department for a period of three (3) years with respect to services such as broadband network design, assessment of topography and environmental impact in order to determine proper technological solutions to be deployed, conduct commercial, economic and business case feasibilities.

## 4. PROJECT RATIONALE

The rationale for the establishment of a panel of service providers is to:

- a) Appoint various specialized broadband and commercial service providers to augment the skills of EDTEA

Broadband PMU and transfer skills to the Department;

- b) Expedite the process for the selection of service providers to render various services to the PMU Team; and
- c) Ensure efficiency in the department, service providers will be placed on the Panel to be utilized on a rotational basis when the need arises.

## 5. OVERALL OBJECTIVE

The objective of the bid would be to invite suitably qualified and experienced companies/businesses/consortia or interested parties to submit bids for the provision of technical support towards the implementation of the broadband infrastructure across the province of KwaZulu-Natal.

## 6. GENERAL INFORMATION

### 6.1 Types of Services

The successful service provider(s) will be expected to provide specialist broadband support services to the Department on the following areas:

- (a) Network Engineering service;
- (b) Program Management;
- (c) Environmental Services;
- (d) Economic analysis;
- (e) ICT Legal and Regulatory affairs;
- (f) Financial Modelling.

### 6.2 Area of Assessments

Feasibility assessments will be conducted across the province, benchmarking with other provinces and international broadband reports. There will be a high-level desktop assessment, followed by detailed on the ground visit to municipalities, rural areas, townships, government, and private business. The experts will subsequently be required to develop and design a commercial model for implementation for the KwaZulu-Natal broadband programme.

### 6.3 Services Required (Not an Exhaustive List)

The future services to be provided will include the services listed in the table below:

|       |  |
|-------|--|
| i.    | Feasibility/Assessment reports   |
| ii.   | Network designs  |
| iii.  | Conceptualise WI-FI deployment and broadband connectivity                  |
| iv.   | Direct on different technological solution/services and related parameters |
| v.    | Project schedule/s   |
| vi.   | Develop commercialization models   |
| vii.  | Develop funding term-sheets for investment requests                        |
| viii. | Develop bankable proposals   |

|  |
|--|
| ix. Provide legal ICT advises on regulations and acts.   |
| 1. Provide an environmental scanning reports on the impacts to technologies to be deployed                             |
| 2. Development an economic recovery model focusing on ICT solutions  |
| 3. Develop an empowerment and training proposals for emerging enterprises  |
| 4. Stakeholder engagements (National, Provincial, Municipalities, Traditional Leaders, Business, and ordinary citizens |

## 7. Categorization of Service Providers

The prospective service providers who qualify will be placed in three (3) different categories within the panel.

**Category A:** Will be for service providers who will be focusing on the technical aspects of the project. Services are Technical/Engineering and Project Management.

**Category B:** will be for service providers who will be focusing on the commercial aspects of the project. Services are Economist and Business/Financial modelling.

**Category C:** will be for service providers who will be focusing on the legalities and environmental issues. Services are Legal and regulatory and Environmental analysis.

## 8. Panel Selection Criteria

The Department reserves the right to determine the number of service providers that will be placed in the three (3) categories. A company also has a right to apply for all categories if they meet all specified requirements of the bid proposals.

Service providers must indicate whether they would like to serve in more than one category of the panel. Should the service provider desire to be in more than one category they must provide their proposals per each category. Service Providers are required to indicate in the below table the category they are bidding for. Failure to indicate a category, will lead to an automatic disqualification.

| TYPES OF CATEGORIES | TICK RELEVANT CATEGORY |
|---------------------|------------------------|
| CATEGORY A          |                        |
| CATEGORY B          |                        |
| CATEGORY C          |                        |

Service providers applying to be in categories, where accreditation with ECSA is required, and proof of accreditation is not attached, this will lead to an automatic disqualification.

## 9. Appointment of Service Provider

Panel members will be required to submit quotations for provision of services as and when required for future tasks of the Project Management Unit. The task/s specific scope of work will be provided for quotation purposes.

The Department would like to ensure an equitable spread of work amongst all service providers on the panel thus the service provider on the panel that has been awarded task in a particular category will be eliminated from the next round of invitation of offers (rotational basis). All other service providers in the particular category will be invited. The quotations will be awarded via the relevant procurement structures/committees currently in place within the Department.

## **10. Market Analysis and Negotiation**

The Department reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market related prices for various goods and services which will be required in terms of these terms of reference. If the Department is of the view that the prices submitted by service providers are unreasonable then the Department will negotiate further with the bidder against the prices benched marked by the Department. Should the bidder refuse to reduce prices, the Department may eliminate the bidder and appoint the bidder next in line.

## **11. Duration of the project**

The panel shall be in place for a period of three (3) years, however, the panel may be reviewed after 18 months to add more suppliers onto an existing panel. Should the Department decide to review the panel, all new service providers who are added to the panel will abide by initial bid period.

## **12. SCOPE OF WORK**

### **12.1. Service provider/s will be required to provide the following key services:**

- The service provider will be required to provide technical support to the PMU Team.
- Conduct Technical and Engineering Assessment on the current provincial broadband network footprint and propose a cost effective future broadband network footprint that will enable above mentioned project objectives.
- Conduct Environmental Impact Assessment studies on available equipment/technology the weather conditions could have on the equipment, this is to ascertain proper equipment lifespan on physical equipment to be deployed.
- Conduct Economic Impact Assessment on the Province to determine the effects broadband rollout will have on the province, business, and the society.
- Conduct Legal and Regulatory Assessment on laws that could have a positive and negative impact on the implementation of the project.
- Propose a sound financial modelling for the project and commercialization assessment to determine how the project will generate revenue and refinance the debt.

- Advise on possible PPP funding models best fit for the project of this nature and the Provincial fiscus.
- Provide a Term Sheet template to be utilised for project of this nature.
- Business plan design and funding acquisitions to source funding on behalf of EDTEA.
- Identify key Stakeholders and advise on the process to engage and manage them.
- Identify, Conceptualize and Coordinate Wi-Fi hotspots commissioning as and when required.

**NB: The above scoping and assessments will be conducted across the province, benchmarking with other provinces and international broadband reports. There will be a high-level desktop assessment, followed by detailed on the ground visit to municipalities, rural areas, townships, government, and private business. The experts will subsequently be required to develop and design a commercial model for implementation for the KwaZulu-Natal broadband programme.**

## **12.2. Experience, Competency and Expertise Requirements/Team Composition.**

Technical Approach: Understanding of assignment, methodology and Approach.

The service provider should demonstrate understanding and adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements.

### **12.2.1. Company Experience**

**The following should be submitted:**

- i. A company profile must be submitted reflecting services to be provided.
  - ii. Evidence of track record in providing similar services (A Service provider must complete Tables 1-3 below, depending on the categories he or she wants to apply for).
- A minimum of 3 contactable references supporting the provision of similar services must be provided from clients detailing the actual work completed relating to category applied for. The letter must include the Company name, contactable references and contact numbers, duration of the contract and value of the contract.

**12.3. Experience of Tenderer**

A Service provider must complete Tables 1-3, depending on the categories he or she wants to apply for.

The following is a statement of work of a similar nature and successfully executed by myself/ourselves within the past 5years.

| <b>TABLE 1: CATEGORY A: will be for service providers who will be focusing on the technical expect of the project, services are Technical/Engineering and Project Management.</b> |                    |               |                     |                        |
|---|--------------------|---------------|---------------------|------------------------|
| <b>DATE</b>   | <b>DESCRIPTION</b> | <b>AMOUNT</b> | <b>COMPANY NAME</b> | <b>CONTACT DETAILS</b> |
|   |                    |               |                     |                        |
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|   |                    |               |                     |                        |

If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.

**SIGNATURE:** .....

**DATE:** .....

(Of person authorized to sign on behalf of the tenderer

12.4. Experience of Tenderer

The following is a statement of work of a similar nature and successfully executed by myself/ourselves within the past 5years.

| TABLE 2: CATEGORY B: will be for service providers who will be focusing on the commercial aspect of the project, services are Economist and Business/Financial modelling. |             |        |              |                 |
|---|-------------|--------|--------------|-----------------|
| DATE  | DESCRIPTION | AMOUNT | COMPANY NAME | CONTACT DETAILS |
|   |             |        |              |                 |
|   |             |        |              |                 |
|   |             |        |              |                 |
|   |             |        |              |                 |
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|   |             |        |              |                 |

If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.

SIGNATURE: ..... DATE: .....

(Of person authorized to sign on behalf of the tenderer)





### 13. TEAM COMPOSITION

A dedicated team must be employed who has extensive knowledge and experience to undertake task/s from commencement to finish. The service provider will have to provide the following under mentioned resources:

- A comprehensive curriculum vitae, and
- Certified copies of qualifications must be provided.

**Category A:** will be for service providers who will be focusing on the technical aspect of the project, services are Technical/Engineering and Project Management. Required skills are the following:

1. **Programme Manager** - with skills and knowledge of broadband rollout and risks associated with the rollout.
2. **Networks Engineer/Architect** – with the skills and knowledge of multiple technology solutions, designs and rollout of broadband networks including implementation risks.

**Category B:** will be for service providers who will be focusing on the commercial aspect of the project, services are Economist and Business/Financial modelling. Required skills are the following:

1. **Financial Analyst/Modeller** – with skills and understanding of the financing/funding of broadband networks and financial risks.
2. **Economic Analyst/Modeller** – with emphasis on the social needs cost and benefits, risks and impacts in relation to the project.

**Category C:** will be for service providers who will be focusing on the legalities and environmental issues, services are Legal and regulatory and Environmental analysis. Required skills are the following:

1. **Environmental Expert** – with skills and knowledge of addressing the environmental impact of rolling out various broadband technology infrastructure options and risks associated with each option considered.
2. **Legal and Regulatory Expert** – with emphasis on a very good understanding of all relevant legislation and regulation including risks for the successful rollout of project of this nature.

;

**Category A:** will be for service providers who will be focusing on the technical aspect of the project, services are Technical/Engineering and Project Management.

| Job Title  | Qualification   | Knowledge and Experience   |
|--|---|--|
| <b>Programme Manager</b>   | <p>BSC Engineering and Postgraduate, Degree and/or relevant project management certification and knowledge in the rollout of large broadband infrastructure projects in the ICT/Telecoms sector.</p> <hr/> <p><b>Skills and Experience</b></p> <p>Relevant experience in:</p> <ul style="list-style-type: none"> <li>• Project planning.</li> <li>• Risk Analysis.</li> <li>• Programme design.</li> <li>• Reporting frameworks.</li> </ul> | <ul style="list-style-type: none"> <li>• A minimum of 4 years' experience in Project management.</li> <li>• The Project Leader must have managed huge expansion projects during the past three (03) years.</li> <li>• Must be available 24 hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project.</li> <li>• Knowledge of broadband rollout and risks associated with the rollouts).</li> <li>• Excellent report writing and presentation skills.</li> <li>• Proven Project management skills.</li> <li>• Proven leadership skills.</li> </ul> |
| <b>Technical/Networks Engineer/Architect</b> – with the skills and knowledge of multiple technology solutions, designs and rollout of broadband networks including implementation risks. | <p>Bachelor's degree in ICT or network architecture or equivalent.</p> <p>Registered with the Engineering Council of SA (ECSA).</p>   | <ul style="list-style-type: none"> <li>• Minimum experience of 4 years in the rollout of large broadband infrastructure projects in the ICT / Telecoms sector.</li> <li>• Excellent report writing and presentation skills.</li> <li>• Their responsibilities will be to advise on the multiple technology solutions, designs and rollout of broadband networks including implementation risks.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>  |

(Category B: will be for service providers who will be focusing on the commercial aspect of the project, services are Economist Analysts and Business/Financial Analyst.

| Job Title                   | Qualification   | Knowledge and Experience  |
|-----------------------------|---|---|
| <b>Economic Analyst</b>     | Bachelor's degree in Commerce or BSc in Econometrics/Development Economics.   | <ul style="list-style-type: none"> <li>• A minimum of 7 years relevant experience in conducting economic appraisals of large-scale infrastructure projects/ Programmes.</li> <li>• Must be available 24 hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project.</li> <li>• Knowledge of broadband connectivity rollout and risks associated with the rollouts).</li> <li>• Excellent report writing and presentation skills.</li> <li>• Proven Economic analytic skills.</li> <li>• Proven leadership skills.</li> </ul> |
|                             | <b>Skills and Experience</b>  |   |
|                             | <ul style="list-style-type: none"> <li>• Relevant experience in:</li> <li>• Demand side &amp; Supply Side Analysis</li> <li>• Cost Benefit analysis</li> <li>• Economic modelling</li> <li>• Socio-economic analysis</li> </ul> |   |
| <b>Chartered Accountant</b> | Bachelor's Degree in commerce or relevant financial qualifications in Accounting and any other qualifications accompanied by experience in the field. Registered Chartered Accountant   | <ul style="list-style-type: none"> <li>• Must have at last 7 years relevant experience in conducting financial models or large-scale infrastructure projects / programmes.</li> <li>• Excellent report writing skills.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>  |
|                             | <b>Skills and Experience</b>  |   |
|                             | <p><b>Relevant experience in:</b></p> <ul style="list-style-type: none"> <li>· Financial due diligence</li> <li>· Financial modelling</li> <li>· Financial advisory</li> <li>· Financial Risk Analysis</li> </ul>               |   |

**Category C:** will be for service providers who will be focusing on the legalities and environmental issues, services are Legal and Regulatory and Environmental analysis.

| Job Title                    | Qualification  | Knowledge and Experience   |
|------------------------------|--|--|
| <b>Legal and Regulatory</b>  | LLB with postgraduate certificate in Environmental Science/ LLM Environmental Sciences.  | <ul style="list-style-type: none"> <li>• Must have at least 7 years' relevant legal and regulatory experience in the telecommunications sector (including ICASA regulations), conducting feasibility study and procurement of public sector projects.</li> <li>• Must be available 24 hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project.</li> <li>• Knowledge of Local and International ICT legal framework/s.</li> <li>• Excellent report writing and presentation skills.</li> <li>• Proven leadership skills.</li> </ul> |
|                              | <b>Skills and Experience</b>   |  |
|                              | · Knowledge of Regulatory framework.   |  |
|                              | · Legislative and policy analysis.   |  |
|                              | · Regulatory Risk Analysis.  |  |
| <b>Environmental analyst</b> | Must have an officially recognized BSc in Environmental Studies/Sciences, Natural Resource Management or equivalent qualification. | <ul style="list-style-type: none"> <li>• Must have at least 5 years' relevant experience in environmental aspects applicable to the telecommunications sector.</li> <li>• Excellent report writing and presentation skills.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>  |
|                              | <b>Skills and Experience</b>   |  |
|                              | Relevant experience in:  |  |
|                              | Compliance frameworks  |  |
|                              | Compliance processes   |  |
|                              | Environmental adaptation and mitigation strategies   |  |
| Environmental risk analysis  |  |  |

## 14. Briefing Session

Briefing session/ meeting is not applicable for this bid. However, should prospective bidders have questions on this bid, kindly forward them to Ms. Londiwe Luthuli on email address: [Londiwe.luthuli@kznedtea.gov.za](mailto:Londiwe.luthuli@kznedtea.gov.za) , the due date for submitting the questions is 10 October 2022.

## 15. Reporting Requirements

The service provider will report directly to the Department or any delegated representative of the department and when required. Qualitative management of the service / performance must be overseen by the bidder and in line with the agreed upon SLA.

## 16. Payment Terms

Valid tax invoices and supporting documentation of key milestone deliverables must be submitted to the Department for the disbursement of payment. All tax invoices must reflect an order number which must match the order approved authorised by the Department.

## 17. Special Conditions

### Legislative Framework

This bid and all contracts emanating there from will be subject to the General Conditions of contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

### 17.2 Acceptable bids

- a) are required to submit acceptable bids (any bids which, in all respects, complies with the specifications and conditions of bids as set out in the tender document) by completing all the prices, mandatory response fields, item questionnaires.
- b) Bidders must ensure their bids are acceptable as it is compulsory to complete and sign all relevant standard bidding documents (SBD) and submit the Functionality requirements. Bidders should not use corrective fluid on any documents submitted
- c) Non-compliance with this condition will invalidate the bid for the item(s) concerned.

### **17.3 Submission of bids and timeframes**

Bids by prospective bidders must be handed in/delivered to:

**The Bid Box, located on the ground floor at Economic Development, Tourism and Environmental Affairs:**

**Supply Chain Management**

**KZN Economic Development, Tourism and Environmental Affairs**

**270 Jabu Ndlovu Street**

**Pietermaritzburg**

**3201**

**NB: All dates and times in this bid are South African standard time. Emailed documents will not be accepted.**

Any time or date in this bid is subject to change at Department's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

### **17.4 Late bids**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable will be returned unopened to the bidder.

### **17.5 Counter conditions**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

### **17.6 FRONTING**

Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the province condemns any form of fronting.

The province, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary queries/investigations to determine the accuracy

of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Treasury may have against the Bidder / contractor concerned.

### 17.7 Supplier due diligence

The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

### 17.8 Communication

A nominated official of the bidder(s) can make enquiries in writing, to the following contact person:

**Technical Enquiries: Mr Ayanda Manqele**

**Landline: 033 264 2890**

**Email: [ayanda.mangelel@kznedtea.gov.za](mailto:ayanda.mangelel@kznedtea.gov.za)**

**SCM Enquiries: Ms Londiwe Luthuli**

**Email: [Londiwe.luthuli@kznedtea.gov.za](mailto:Londiwe.luthuli@kznedtea.gov.za)**

Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. The delegated office of the Department may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for the Department in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and the Department must be done in writing.

Whilst all due care has been taken in connection with the preparation of this bid, EDTEA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. EDTEA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is



necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## 18. Contract period

The contract period shall be 3 years (36) months commencing on the date of signature of a Service Level Agreement.

- **The Department reserves the right:**
  - To accept part of a tender rather than the whole tender.
  - To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
  - To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
  - To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

## 19. Legislative and regulatory requirements specific to this bid

**Bidders are required to adhere to the following legislative and regulatory requirements.**

**Non- compliance with these conditions may invalidate the bid for such products:**

## 20. Tax Legislation

- ✓ Bidder(s) must be compliant when submitting their bids and remain compliant with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- ✓ It is a condition of this bid that the tax matters of the successful bidder be in order, or that

satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- ✓ Bidders are required to be registered on the Central Supplier Database (CSD). 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.

## **21. Procurement Legislation**

**The detailed evaluation methodology of this bid is premised on the:**

- Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999).
- Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Policy Framework Act 2017.
- Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## **22. Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services such as Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

## **23. Pricing structure**

Price is NOT a consideration for the purpose of establishment of the panel. Price will be considered in the evaluation of quotations for specific assignments as determined by the Department

## **24. Termination of Contract**

The Department reserves the right to terminate Service Level Agreements concluded with bidder for inconsistent delivery of substandard service, dysfunctional and unreliable management systems, lack of proper support and non-delivery.

## **25. Service Standards**

- The bidder shall provide the required services as per the agreed upon SLA which will be signed on award of this contract inclusive of roles of personnel involved.
- The service provider shall meet quarterly with the Department/entity to discuss issues of mutual concern based on the terms of the SLA, to review their performance and to discuss improvements which they or the Department/entity should make to achieve more effective delivery.

## **26. Misrepresentation during the Lifecycle of the Contract**

- The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Treasury relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **27. Preparation Costs**

The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department, its employees, or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **28. Indemnity**

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

## **29. Precedence**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **30. Limitation of Liability**

A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

### **31. Tax Compliance**

No tender shall be awarded to a bidder who is not tax compliant. Treasury reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to Treasury, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Treasury further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

### **32. Tender Defaulters and Restricted Suppliers**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Treasury reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **33. Governing Law**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **34. Responsibility for Sub-Contractors and Bidder's Personnel**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. Any use of sub-contractors will always remain the responsibility of the bidder and the Department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **35. Confidentiality**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid

and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the Department’s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**36. Evaluation Criteria**

**The Evaluation Process will be conducted in the following phases:**

**TABLE**

| <b>Phase 1</b>                               | <b>Phase 2</b>   | <b>Phase 3</b>  | <b>Phase 4</b>   |
|--|--|---|--|
| <b>Pre-<br/>Qualification Criteria</b>       | <b>Administrative<br/>Compliance</b>                       | <b>Functionality<br/>Requirement</b>  | <b>Negotiation and Final<br/>Award</b>   |
| Assessment of Pre-<br>Qualification Criteria | Compliance with<br>Mandatory and other Bid<br>Requirements | Bidders will be<br>assessed to verify<br>capacity to<br>execute the<br>contract | Successful bidder will be<br>informed of the outcome<br>and negotiations will be<br>performed where applicable |

**36.1 Phase 1 - Pre – Qualification Criteria**

In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply the pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria below will be evaluated further in terms of functional requirements as well as the 80/20 preference points systems.

**Only Bidders who meet the below pre-qualification criteria should respond to this bid.**

- Entities who are Level 1 status level contributors to B-BBEE, EME or QSE.

Entities who are EME or QSE status level contributors to B-BBEE. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs.

Tenderers who do not meet the pre-qualification criteria stipulated in the tender document will be disqualified from further evaluation.

### 36.2 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. |
| Suppliers Disclosure – SBD 4  | Completed and signed  |
| Authority to Sign a Bid: <b>COMPANIES</b>                               | Section M: The bidder must indicate the enterprise status by signing the appropriate box.<br>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b>                            |
| Authority to Sign a Bid: <b>SOLE PROPRIETOR (ONE – PERSON BUSINESS)</b> | Section M: The bidder must indicate the enterprise status by signing the appropriate box.<br>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b>                            |
| Authority to Sign a Bid: <b>CLOSE CORPORATION</b>                       | Section M: The bidder must indicate the enterprise status by signing the appropriate box.<br>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b>                            |
| Authority to Sign a Bid :<br><b>CO-OPERATIVE</b>                        | Section M: The bidder must indicate the enterprise status by signing the appropriate box.<br>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b>                            |

|   |  |
|---|--|
| Authority to Sign a Bid: <b>JOINT VENTURE</b> | <p>Section M: The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory</u></b></p>  |
| Authority to Sign a Bid: <b>CONSORTIUM</b>    | <p>Section M: The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p> |
| Authority to Sign a Bid: <b>PARTNERSHIP</b>   | <p>Section M: The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>  |

### 36.3 Phase 3 – Functionality Requirements

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

#### CATEGORY: A

| No | Evaluation Criteria   | Guidelines  | Maximum Points |
|----|---|---|----------------|
| 1  | <b>Understanding of assignment, methodology and Approach</b>                              |   | <b>20</b>      |
|    | <b>Understanding of assignment</b>  | <p>Company understanding assignment = 10 points</p> <p>Some understanding of assignment = 5 points</p> <p>No understanding of assignment = 0 points</p>   | <b>10</b>      |
|    | <b>Methodology/ Approach (including data that may be required)</b>                        | <p>Excellent methodology/approach = 10 points</p> <p>Very Good methodology/approach= 8 points</p> <p>Good methodology/approach = 6 points</p> <p>Fair methodology/approach = 4 points</p> <p>Poor methodology/approach = 0 points</p> | <b>10</b>      |
| 2  | <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and</b> | <p>Provide 3 detailed references from clients detailing the actual work completed relating to broadband assessment and support services. <b>The letter must</b></p>   | <b>40</b>      |

|   |   |   |    |
|---|---|---|----|
|   | projects of a similar nature and references       | include the company name, Contactable references and contact numbers, duration of the contract and value of the contract. A company profile must be submitted reflecting services to be provided. Evidence of track record in providing similar services (A Service provider must complete Tables 1-3 below, depending on the categories he or she wants to apply for). |    |
|   |   | <b>Number of years of experience</b><br>>5 Years' Experience = 20 points<br>Between 3-5 Years' Experience = 14 points<br>Between 2-3 Years' Experience = 10 points<br>Between 0-2 Years' Experience = 4 points<br><2 years = 0 points   | 20 |
|   |   | <b>Number of projects completed</b><br>>10 Projects = 20 points<br>8-10 Projects = 14 points<br>6-8 Projects = 10 points<br>4-6 Projects = 4 points<br>2-4 Projects = 2 points<br><2 Projects = 1 points<br>Contactable references must be provided for the projects.   | 20 |
| 3 | <b>Key Experts Qualification &amp; Experience</b> |   | 20 |
|   |   | <b>Key Expert 1: Project Manager</b>  | 10 |
|   |   | <b>Qualifications</b><br><br>Qualifications = 5 points<br>No Qualification = 0 Points   | 5  |
|   |   | <b>Experience</b><br><br>5+ Years' Experience = 5 points<br>Between 3-4 Years' Experience = 3 points<br>Between 2-3 Years' Experience = 2 points<br><2 Years' Experience = 0 points   | 5  |



|  |   |           |
|--|---|-----------|
|  | <b>Key Expert 2: Technical/Networks Engineer/Architect</b>  | <b>10</b> |
|  | <b>Qualifications</b><br><br>Qualification = 5 points<br>No Qualification = 0 points  | <b>5</b>  |
|  | <b>Experience</b><br><br>4+ Years' Experience = 5 points<br>Between 2-3 Years' Experience = 3 points<br>Between 1-2 Years' Experience = 2 points<br><1 Years' Experience = 0 points | <b>5</b>  |
|  | <b>Overall Score Total</b>  | <b>80</b> |

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 Evaluation).

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

**CATEGORY: B**

| <b>No</b> | <b>Evaluation Criteria</b>   | <b>Guidelines</b>  | <b>Maximum Points</b> |
|-----------|--|--|-----------------------|
| <b>1</b>  | <b>Understanding of assignment, methodology and Approach</b>       |  | <b>20</b>             |
|           | <b>Understanding of assignment</b>                                 | Company understanding assignment = 10 points<br>Some understanding of assignment = 5 points<br>No understanding of assignment = 0 points   | <b>10</b>             |
|           | <b>Methodology/ Approach (including data that may be required)</b> | Excellent methodology/approach = 10 points<br>Very Good methodology/approach= 8 points<br>Good methodology/approach = 6 points<br>Fair methodology/approach = 4 points<br>Poor methodology/approach = 0 points | <b>10</b>             |

|   |   |  |    |
|---|---|--|----|
| 2 | <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and projects of a similar nature and references</b> | Provide 3 detailed references from clients detailing the actual work completed relating to broadband assessment and support services. <b>The letter must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.</b> A company profile must be submitted reflecting services to be provided. Evidence of track record in providing similar services (A Service provider must complete Tables 1-3 below, depending on the categories he or she wants to apply for). | 40 |
|   |   | <b>Number of years of experience</b><br>>5 Years' Experience = 20 points<br>Between 3-5 Years' Experience = 14 points<br>Between 2-3 Years' Experience = 10 points<br>Between 0-2 Years' Experience = 4 points<br><2 years = 0 points  | 20 |
|   |   | <b>Number of projects completed</b><br>>10 Projects = 20 points<br>8-10 Projects = 14 points<br>6-8 Projects = 10 points<br>4-6 Projects = 4 points<br>2-4 Projects = 2 points<br><2 Projects = 1 points<br>No Project = 0 points<br><br>Contactable references must be provided for the projects.   | 20 |

|          |   |           |
|----------|---|-----------|
| <b>3</b> | <b>Key Experts Qualifications &amp; Experience</b>  | <b>20</b> |
|          | <b>Key Expert 1: Economic Analyst</b>   | <b>10</b> |
|          | <b>Qualification</b><br><br>Qualifications = 5 points<br>No Qualification = 0 Points  | <b>5</b>  |
|          | <b>Experience</b><br><br>7+ Years' Experience = 5 points<br>Between 5-7 Years' Experience = 3 points<br>Between 3-5 Years' Experience = 2 points<br><3 Years' Experience = 0 points | <b>5</b>  |
|          | <b>Key Expert 2: Chartered Accountant</b>   | <b>10</b> |
|          | <b>Qualifications</b><br><br>Qualification = 5 points<br>No Qualification = 0 points  | <b>5</b>  |
|          | <b>Experience</b><br><br>7+ Years' Experience = 5 points<br>Between 5-7 Years' Experience = 3 points<br>Between 3-5 Years' Experience = 2 points<br><3 Years' Experience = 0 points | <b>5</b>  |
|          | <b>Overall Score Total</b>  | <b>80</b> |

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 Evaluation).

The following is the weighting awarded for each element and the threshold scores for each – **CATEGORY: C**

| No | Evaluation Criteria   | Guidelines  | Maximum Points |
|----|---|---|----------------|
| 1  | <b>Understanding of assignment, methodology and Approach</b>  |   | <b>20</b>      |
|    | <b>Understanding of assignment</b>  | Company understanding assignment = 10 points<br>Some understanding of assignment = 5 points<br>No understanding of assignment = 0 points  | <b>10</b>      |
|    | <b>Methodology/ Approach (including data that may be required)</b>  | Excellent methodology/approach = 10 points<br>Very Good methodology/approach= 8 points<br>Good methodology/approach = 6 points<br>Fair methodology/approach = 4 points<br>Poor methodology/approach = 0 points  | <b>10</b>      |
| 2  | <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and projects of a similar nature and references</b> | Provide 3 detailed references from clients detailing the actual work completed relating to broadband assessment and support services.<br><b>The letter must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.</b> A company profile must be submitted reflecting services to be provided. Evidence of track record in providing similar services (A Service provider must | <b>40</b>      |

|          |  |   |           |
|----------|--|---|-----------|
|          |  | complete Tables 1-3 below, depending on the categories he or she wants to apply for).   |           |
|          |  | <p><b>Number of years of experience</b></p> <p>&gt;5 Years' Experience = 20 points</p> <p>Between 3-5 Years' Experience = 14 points</p> <p>Between 2-3 Years' Experience = 10 points</p> <p>Between 0-2 Years' Experience = 4 points</p> <p>&lt;2 years = 0 points</p>  | <b>20</b> |
|          |  | <p><b>Number of projects completed</b></p> <p>&gt;10 Projects = 20 points</p> <p>8-10 Projects = 14 points</p> <p>6-8 Projects = 10 points</p> <p>4-6 Projects = 4 points</p> <p>2-4 Projects = 2 points</p> <p>&lt;2 Projects = 1 points</p> <p>No Project = 0 points</p> <p>Contactable references must be provided for the projects.</p> | <b>20</b> |
| <b>3</b> | <b>Key Experts Qualifications &amp; Experience</b> |   | <b>20</b> |
|          |  | <b>Key Expert 1: Legal &amp; Regulatory Specialist</b>  | <b>10</b> |
|          |  | <p><b>Qualification</b></p> <p>Qualifications = 5 points</p> <p>No Qualification = 0 Points</p>   | <b>5</b>  |
|          |  | <p><b>Experience</b></p> <p>7+ Years' Experience = 5 points</p> <p>Between 5-7 Years' Experience = 3 points</p>   | <b>5</b>  |

|  |   |           |
|--|---|-----------|
|  | Between 3-5 Years' Experience = 2 points<br><3 Years' Experience = 0 points   |           |
|  | <b>Key Expert 2: Environmental Analyst</b>  |           |
|  | <b>Qualifications</b><br><br>Qualification = 5 points<br>No Qualification = 0 points  | <b>5</b>  |
|  | <b>Experience</b><br><br>5+ Years' Experience = 5 points<br>Between 4-5 Years' Experience = 3 points<br>Between 3-4 Years' Experience = 2 points<br><3 Years' Experience = 0 points | <b>5</b>  |
|  | <b>Overall Score Total</b>  | <b>80</b> |

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4

### 36.5 Phase 4: Negotiation and Final Award

Once the evaluation and adjudication processes have been concluded, Successful bidder will be informed of the outcome and negotiations will be performed where applicable.

### 37. SECTION D:

#### Pricing

Price is NOT a consideration for the purpose of establishment of the panel. Price will be considered in the evaluation of quotations for specific events at a Departmental level.

**ANNEXURE B**  
**EVALUATION GRID**

(Category A)

To be completed for each Bid by each evaluator

| <b>Name of project: BROADBAND PANEL</b><br><b>Name of Bidder : _____</b><br>Category(s) applied for:<br><table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; text-align: center;">A</td> <td style="width: 20px; text-align: center;">B</td> <td style="width: 20px; text-align: center;">C</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table> | A         | B | C |  |  |  | <b>Maximum</b> | <b>Assessment</b> |
|--|-----------|---|---|--|--|--|----------------|-------------------|
| A  | B         | C |   |  |  |  |                |                   |
|  |           |   |   |  |  |  |                |                   |
| <b>Understanding of assignment, methodology and Approach</b>   | <b>20</b> |   |   |  |  |  |                |                   |
| <b>Understanding the Assignment</b>  | <b>10</b> |   |   |  |  |  |                |                   |
| Company understands assignment = 10 points<br>Some understanding of assignment = 5 point<br>No understanding of assignment = 0 points  |           |   |   |  |  |  |                |                   |
| <b>Proposed methodology/ approach</b>  | <b>10</b> |   |   |  |  |  |                |                   |
| Excellent methodology/ approach = 10<br>Very Good methodology/ approach = 8<br>Good methodology/ approach = 6<br>Fair methodology/ approach = 4<br>Poor methodology/ approach = 0  |           |   |   |  |  |  |                |                   |
| <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and projects of a similar nature and references</b>  | <b>40</b> |   |   |  |  |  |                |                   |
| <b>Number of years of experience</b>   | <b>20</b> |   |   |  |  |  |                |                   |
| 5+ Years' Experience = 20 points<br>Between 3-5 Years' Experience = 14 points<br>Between 2-3 Years' Experience = 10 points<br>Between 1 -2 Years' Experience = 4 points<br>< 1 years = 0 points  |           |   |   |  |  |  |                |                   |
| <b>Number of projects completed</b>  | <b>20</b> |   |   |  |  |  |                |                   |
| 10+ projects = 20 points<br>Between 8-10 projects = 14 points<br>Between 6- 8 projects = 10 points   |           |   |   |  |  |  |                |                   |

|   |           |  |
|---|-----------|--|
| Between 4 –6 projects = 4 points<br>Between 2- 4 projects = 2 points<br>Less than 1project = 0 point<br>References must be provided for the projects. |           |  |
| <b>Key Experts</b>  | <b>20</b> |  |
| <b>Key Expert 1. Project Manager</b>  | <b>10</b> |  |
| <b>Qualifications</b>   | <b>5</b>  |  |
| Qualification = 5 Points  |           |  |
| No Qualification = 0 Points   |           |  |
| <b>Experience</b>   | <b>5</b>  |  |
| 5+ Years' Experience = 5 points   |           |  |
| Between 3-4 Years' Experience = 3 points  |           |  |
| Between 2-3 Years' Experience = 2 point   |           |  |
| <2 Years' Experience = 0 points   |           |  |
| <b>Key Expert 2: Technical/Networks Engineer/Architect</b>  | <b>10</b> |  |
| <b>Qualifications</b>   | <b>5</b>  |  |
| Qualification = 5 Points  |           |  |
| No Qualification = 0 Points   |           |  |
| <b>Experience</b>   |           |  |
| 4 + Years' Experience = 5 points  | <b>5</b>  |  |
| Between 2-3 Years' Experience = 3 points  |           |  |
| Between 1-2 Years' Experience = 2 point   |           |  |
| <1Years' Experience = 0 points  |           |  |
| <b>Overall Score</b>  | <b>80</b> |  |

*The minimum pass mark for this project is 60 %*

|                   |  |
|-------------------|--|
| <b>Strengths</b>  |  |
| <b>Weaknesses</b> |  |

**Evaluation performed by:**

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |



## EVALUATION GRID

(Category: B)

To be completed for each Bid by each evaluator

| Name of project: <b>BROADBAND PANEL</b><br>Name of Bidder: _____<br>Category(s) applied for:<br><table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 30px; text-align: center;">A</td> <td style="width: 30px; text-align: center;">B</td> <td style="width: 30px; text-align: center;">C</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </table> | A         | B | C |  |  |  | Maximum | Assessment |
|--|-----------|---|---|--|--|--|---------|------------|
| A  | B         | C |   |  |  |  |         |            |
|  |           |   |   |  |  |  |         |            |
| <b>Understanding of assignment, methodology and Approach</b>   | <b>20</b> |   |   |  |  |  |         |            |
| <b>Understanding the Assignment</b>  | <b>10</b> |   |   |  |  |  |         |            |
| Company understands assignment = 10 points<br>Some understanding of assignment = 5 points<br>No understanding of assignment = 0 points   |           |   |   |  |  |  |         |            |
| <b>Proposed methodology/ approach</b>  | <b>10</b> |   |   |  |  |  |         |            |
| Excellent methodology/ approach = 10<br>Very Good methodology/ approach = 8<br>Good methodology/ approach = 6<br>Fair methodology/ approach = 4<br>Poor methodology/ approach = 0  |           |   |   |  |  |  |         |            |
| <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and projects of a similar nature and references</b>  | <b>40</b> |   |   |  |  |  |         |            |
| <b>Number of years of experience</b>   | <b>20</b> |   |   |  |  |  |         |            |
| 5 Years' Experience = 20 points<br>Between 3-5 Years' Experience = 14 points<br>Between 2-3 Years' Experience = 10 points<br>Between 1 -2 Years' Experience = 4 points<br>Less than 1year = 0 points   |           |   |   |  |  |  |         |            |
| <b>Number of projects completed</b>  | <b>20</b> |   |   |  |  |  |         |            |
| >10 projects = 20 points<br>Between 8-10 projects = 14 points<br>Between 6- 8 projects = 10 points<br>Between 4 –6 projects = 4 points   |           |   |   |  |  |  |         |            |

|   |           |  |
|---|-----------|--|
| Between 2- 4 projects = 2 points<br>< 2 projects = 1points<br>No project = 0 point<br>References must be provided for the projects.                         |           |  |
| <b>Key Experts</b>  | <b>20</b> |  |
| <b>Key Expert 1: Economic Analyst</b>   | <b>10</b> |  |
| <b>Qualifications</b>   | <b>5</b>  |  |
| Qualification = 5 Points<br>No Qualification = 0 Point  |           |  |
| <b>Experience</b>   | <b>5</b>  |  |
| 7+ Years' Experience = 5 points<br>Between 5-7 Years' Experience = 3 points<br>Between 3 -5 Years' Experience = 2 points<br><3 Years' Experience = 0 points |           |  |
| <b>Key Expert 2: Chartered Accountant</b>   | <b>10</b> |  |
| <b>Qualifications</b>   | <b>5</b>  |  |
| Qualification = 5 Points<br>No Qualification = 0 Points   |           |  |
| <b>Experience</b>   | <b>5</b>  |  |
| 7+ Years' Experience = 5 points<br>Between 5-7 Years' Experience = 3 points<br>Between 3 -5 Years' Experience = 2 points<br><3 Years' Experience = 0 points |           |  |
| <b>Overall Score</b>  | <b>80</b> |  |

*The minimum pass mark for this project is 60 %*

|                   |  |
|-------------------|--|
| <b>Strengths</b>  |  |
| <b>Weaknesses</b> |  |

**Evaluation performed by:**

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |

## EVALUATION GRID

(Category: C)

To be completed for each Bid by each evaluator

| Name of project: <b>BROADBAND PANEL</b><br>Name of Bidder : _____<br>Category(s) applied for:<br><table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 30px; text-align: center;">A</td> <td style="width: 30px; text-align: center;">B</td> <td style="width: 30px; text-align: center;">C</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </table> | A         | B | C |  |  |  | Maximum | Assessment |
|---|-----------|---|---|--|--|--|---------|------------|
| A   | B         | C |   |  |  |  |         |            |
|   |           |   |   |  |  |  |         |            |
| <b>Understanding of assignment, methodology and Approach</b>  | <b>20</b> |   |   |  |  |  |         |            |
| <b>Understanding the Assignment</b>   | <b>10</b> |   |   |  |  |  |         |            |
| Company understands assignment = 10 points<br>Some understanding of assignment = 5 points<br>No understanding of assignment = 0 points  |           |   |   |  |  |  |         |            |
| <b>Proposed methodology/ approach</b>   | <b>10</b> |   |   |  |  |  |         |            |
| Excellent methodology/ approach = 10<br>Very Good methodology/ approach = 8<br>Good methodology/ approach = 6<br>Fair methodology/ approach = 4<br>Poor methodology/ approach = 0   |           |   |   |  |  |  |         |            |
| <b>Experience of Company in the Technical Assessment for Broadband Infrastructure and projects of a similar nature and references</b>   | <b>40</b> |   |   |  |  |  |         |            |
| <b>Number of years of experience</b>  | <b>20</b> |   |   |  |  |  |         |            |
| 5 Years' Experience = 20 points<br>Between 3-5 Years' Experience = 14 points<br>Between 2-3 Years' Experience = 10 points<br>Between 1 -2 Years' Experience = 4 points<br>Less than 1 year = 0 points   |           |   |   |  |  |  |         |            |
| <b>Number of projects completed</b>   | <b>20</b> |   |   |  |  |  |         |            |
| 10+ projects = 20 points<br>Between 8-10 projects = 14 points<br>Between 6-8 projects = 10 points<br>Between 4-6 projects = 4 points  |           |   |   |  |  |  |         |            |

|  |           |  |
|--|-----------|--|
| Between 2-4 projects = 2 points<br>No project = 0 point<br>References must be provided for the projects.   |           |  |
| <b>Key Experts</b>   | <b>20</b> |  |
|  |           |  |
| <b>Key Expert 1: Legal and Regulatory Specialist</b>   | <b>10</b> |  |
| <b>Qualifications</b>  | <b>5</b>  |  |
| Qualification = 5 Points<br>No Qualification = 0 Point   |           |  |
| <b>Experience</b>  | <b>5</b>  |  |
| 7+ Years' Experience = 5 points<br>Between 5-7 Years' Experience = 3 points<br>Between 3-5 Years' Experience = 2 points<br><3 Years' Experience = 0 points |           |  |
| <b>Key Expert 2: Environmental Analyst</b>   | <b>10</b> |  |
| <b>Qualifications</b>  | <b>5</b>  |  |
| Qualification = 5 Points<br>No Qualification = 0 Points  |           |  |
| <b>Experience</b>  | <b>5</b>  |  |
| 5+ Years' Experience = 5 points<br>Between 4-5 Years' Experience = 3 points<br>Between 3-4 Years' Experience = 2 points<br><3 Years' Experience = 0 points |           |  |
| <b>Overall Score</b>   | <b>80</b> |  |

*The minimum pass mark for this project is 60 %*

|                   |  |
|-------------------|--|
| <b>Strengths</b>  |  |
| <b>Weaknesses</b> |  |

**Evaluation performed by:**

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |

**ANNEXURE C**  
**CURRICULUM VITAE max 3 pages**

**Proposed role in the project:**

- 10. Family name:
- 11. First names:
- 12. Date of birth:
- 13. Nationality:
- 14. Civil status:
- 15. Education:

| Institution [Date from - Date to] | Degree(s) or Diploma(s) obtained: |
|-----------------------------------|-----------------------------------|
|                                   |                                   |
|                                   |                                   |

10. **Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 basic)**

| Language   | Reading | Speaking | Writing |
|------------|---------|----------|---------|
| English    |         |          |         |
| Portuguese |         |          |         |
| French     |         |          |         |
| Indonesian |         |          |         |
| Spanish    |         |          |         |

12. **Membership of professional bodies: -**

13. **Other skills: (e.g. Computer literacy, etc.)**

10 **Present position:**

11 **Years within the firm:**

12 **Key qualifications: (Relevant to the project)**

13. **Professional Experience**

| Date from -<br>Date to | Location | Company | Position | Description of projects/responsibilities etc. |
|------------------------|----------|---------|----------|---|
|                        |          |         |          |   |
|                        |          |         |          |   |
|                        |          |         |          |   |

14. **Other relevant information (e.g., Publications)**

**ANNEXURE D**

**Statement of Exclusivity and availability**

Statement of exclusivity and availability

Tender ref: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer \_\_\_\_\_ 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 |
|------|----|
|      |    |
|      |    |
|      |    |

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |