



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 07 EDTEA 2023/2024

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

Suitable and capable service providers are invited to bid for: **APPOINTMENT OF A PANEL OF EXPERTS TO CONDUCT THE RED TAPE REDUCTION PROCESSES IN SELECTED LOCAL MUNICIPALITIES IN THE KZN PROVINCE**

Collection of Bid Documents

Bid documents can be downloaded from www.etenders.gov.za / www.kznedtea.gov.za

COMPULSORY Briefing Session (APPLICABLE)

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg</u>	<u>7 September 2023</u>	<u>10h00 am</u>

Queries relating to the issue of these documents may be addressed to Sthabile Khuzwayo

Tel. No. (033) 264 2862

E-mail: bids@kznedtea.gov.za

Closing Date: 28 September 2023

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.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
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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, 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/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
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 database is correct and up to date	Yes	Yes				
Section F	Bidder's disclosure form (SBD4)	Yes	Yes				
Section G	Official Briefing session form	Yes	Yes				
Section H	General Conditions of Contract	Read only					
Section I	Special Conditions of Contract						
Section J	Authority to Sign a BID						
	Provide resolution letter for the relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
Section K	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and						

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	availability						
Annexure E	Resolution Letter	Yes					

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. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. 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.
18. 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
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 favorable bid is accepted or less favorable 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: 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

3 DECLARATION

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

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

..... Signature Date
..... Position Name of bid der

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

OWNERSHIP DEMOGRAPHIC SCHEDULE

✓ Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.

N O.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO- OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TO TA L													

SECTION G: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE
COMPULSORY

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 07 EDTEA 2023/2024

Service: APPOINTMENT OF A PANEL OF EXPERTS TO CONDUCT THE RED TAPE REDUCTION PROCESSES IN SELECTED LOCAL MUNICIPALITIES IN THE KZN PROVINCE

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg</u>	<u>7 September 2023</u>	<u>10h00 am</u>

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:
.....

SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION H: SPECIAL CONDITIONS OF CONTRACT

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

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

There are *(three (03) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance, Functionality Compliance and Negotiation and Final Award**

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to M. 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
SECTION A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A 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	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION G	BRIEFING SESSION	X		
SECTION H	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION I	GENERAL CONDITIONS OF CONTRACT	X		
SECTION J	AUTHORITY TO SIGN THE BID			
SECTION K	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable

2.2 Step 2 - Functionality

This bid will be evaluated on functionality. **A minimum of 70%** of the total points outlined in the Evaluation Grid must be obtained for bidders to be included in the panel.

2.3 Step 3 - Negotiation and Final Award

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

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

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION I: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

- iii) a cashier's or certified cheque
- iv) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 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.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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.

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

14. Spare parts

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

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

15. Warranty

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.

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.

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

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.

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

16. Payment

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

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.

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.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 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.

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.

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.

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.

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.

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

22. Penalties

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

23. Termination for default

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

24. Anti-dumping and countervailing duties and rights

1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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.

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.

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.

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

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

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

28. Limitation of liability

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.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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.

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.

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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).
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 J: AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:
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

APPOINTMENT OF A PANEL OF EXPERTS TO CONDUCT THE RED TAPE REDUCTION PROCESSES IN SELECTED LOCAL MUNICIPALITIES IN THE KZN PROVINCE

1. Definitions of Acronyms/Glossary

COGTA	Department of Cooperative Governance and Traditional Affairs
CV	Curriculum Vitae
DPSA	Department of Public Service and Administration
DTIC	Department of Trade, Industry and Competition
EDTEA	Economic Development, Tourism and Environmental Affairs
EME	Exempted Micro Enterprises
IEDS	Integrated Economic Development Services
IGR	Inter-Governmental Relations
KZN	KwaZulu - Natal
LED	Local Economic Development
M & E	Monitoring and Evaluation
PSC	Project Steering Committee
QSE	Qualifying Small Enterprises
RLED	Regional and Local Economic Development
RTR	Red Tape Reduction

2. Departmental and Programme Overview

The Integrated Economic Development Services (IEDS) programme was established to advance economic growth and job creation initiatives that prioritise historically disadvantaged individuals and groups through enterprise development, economic empowerment and regional and local economic development. The Regional and Local Economic Development (RLED) as a sub programme of the IEDS Branch was established to implement regional and local economic development initiatives that support employment opportunities and build the capacity of RLED stakeholders.

In summary the focus of RLED unit is on generating a pipeline of sustainable economic development projects that:

- create a better local economic development enabling environment,
- empower local government and other local stakeholders,
- induce business development and
- support employment creation.

The RLED sub-programme prioritises project proposals that are aligned with the provincial and national recovery plans and broader economy policy and strategy in the country. These projects have a dual focus on supporting social, informal and small entrepreneurs and local

government through providing infrastructure, business training and technical advisory/facilitation support. The delivery of the sub-programme is either through provision of technical assistance services either directly provided by the sub-programme or in collaboration with municipalities, tertiary education institutions and business.

3. Project background

Red tape has become the buzz word for businesses, both micro to medium and large businesses, when defining their engagement with government. Red tape is mostly defined as rules and regulations, administrative and management procedures and systems, which are not, or are no longer, effective in achieving their intended objectives and therefore produce undesired socio-economic outcomes. These rules and regulations, administrative and management procedures and systems, have become excessively complex and thus impose unnecessary delays, inaction or costs that exceed their benefits. The Dtic Red Tape Reduction Guidelines (2013:8) further state that red tape involves excessive, unevenly enforced regulations or rigid conformity to formal rules that are considered redundant or bureaucratic and hinder or prevent effective action or decision-making.

Red tape can be caused by one or a combination of the following:

- The inefficiency of the processes and administration systems that are used by the municipality (government). These should be clearly defined, timed, monitored, reported on and managed effectively.
- The incompetence of the personnel/staff in the organisation that have to deal with a particular rule, regulation or process. This includes the necessary skills and experience for the job at hand.
- Poorly defined, unexplained and outdated strategies, policies, rules and regulations. Sometimes it's the lack of understanding of these by the people they are intended to benefit and this is in turn caused by lack of specific information on the strategies, policies, rules and regulations (poor communication).
- The strategies, policies, rules and regulations are too complex and cumbersome that they do not achieve the objectives that they are designed to achieve.

Government has undertaken a number of studies across the country to try and reduce the administrative burden and to ensure effectiveness and efficiency of the laws, policies, regulations, administrative and management procedures and systems. These include the studies done by the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) in 2010, KZN Treasury in 2012 and World Bank (Doing Business in iLembe) in 2015. COGTA National together with COGTA KZN has also done a pilot exercise in two municipalities (uMzinkhulu and Greater Kolstad Local Municipalities) in the province. The studies mainly pointed out the time it takes for a business process and the number of procedures for businesses to be fully operational in South Africa.

In 2013, the National Department of Trade, Industry and Competition in partnership with the National COGTA developed the "National Guidelines for Reducing Municipal Red Tape". The purpose of these guidelines was to provide municipalities and businesses with practical tools and resources to address municipal red tape issues which have the potential to improve the business environment for small businesses at a local level. The Guidelines looked at seven indicators which impact on small businesses. The indicators were developed based on an assessment undertaken to provide insight on areas of Red Tape impacting on small business activities. The seven main indicators identified where Red Tape is rampant are as follows:

- Lengthy and inefficient supply chain management processes (which ultimately affects the 30-day payment system to SMMEs).
- Municipal building plans approval processes.
- Effectiveness of the complaints notifications system.
- Communication of relevant business information by municipalities to businesses.
- Enforcement of municipal by-laws which are relevant to business signage.

- Municipal business registrations and permits.
- Percentage spent in procurement on SMME's.

The main focus of the EDTEA is to ensure local economic development through the creation of enabling environment for trade, investment and tourism. Red tape is one of the major obstacles for the department to create such environment. The department through its Regional and Local Economic Development (RLED) has taken the initiative to assist local government to reduce red tape that negatively affects businesses in their localities. This should be done in consultation with both the public and private stakeholders. This consultative processes of defining and implementing red tape reduction processes will strengthen the social and institutional relations between private and public sectors and as such strengthens local economic development processes. Red tape reduction processes also assist municipalities to improve service delivery by addressing inefficiencies in service delivery. Red tape reduction will assist businesses by reducing the costs of doing business, and government in cutting administration costs, and also by improving support for the existing businesses and attracting new ones and hence this red tape reduction initiative.

4.Objectives of the red tape reduction initiative

The overall objective of this initiative is to assist and capacitate municipalities to be responsive to addressing red tape issues hampering local business and development and be able to resolve those that are within their control. This initiative is a stepping stone towards assisting municipalities to operate more efficiently and improve economic development in their respective areas.

The main objectives therefore are to:

- Determine the critical Red Tape issues at local government level that hinder businesses to take advantage of business opportunities and/or expansion in the locality.
- Investigate the critical red tape issues based on the policy provisions and the actual practice to establish the cause of the issue.
- Rank the red tape issues in order of importance to the business and form common areas or thematic areas.
- Map out the process to resolve the red tape issues that are within the local sphere of government.
- Develop and implement the action plan to improve the business processes of the identified areas.
- Monitor and evaluate efficiency and/or improvements in the local business environment.

5.The approach and the process

The RLED unit has been implementing the initiative in various municipalities. The approach was that initiative was piloted in two local municipalities, Alfred Duma and Umdoni, using the RLED internal human resources. An implementation process plan was then developed. This has the following steps or processes:

- **Soliciting Municipal buy-in/Project inception**

Once the municipalities have been identified or selected a presentation seeking the buy in from the municipality management is done. This mainly focuses on the objectives, the process of the study and the anticipated role of the municipality. It is required that the municipality appoints a management project champion and the task team to work with the provincial team.

- **Defining the problem**

This is a series of workshops with the focus groups that are the direct recipients of government services (Informal businesses, small businesses and formal businesses and developers). Each focus group is met separately where they are required to point out and define red tape issues. The problems are then grouped into common areas or thematic areas and then be discussed with the municipality.

- **Defining/ determining the causes of the problem**

The problems identified are traced to establish the root cause, using a problem tree/root cause analysis approach. The causes are according to the defined areas where Red Tape normally occurs e.g. communication, unclear legislation etc. It is also at this stage where it is determined whether the problem is within the control of the municipality or not and whether the municipality can influence resolving the problem even if it is not within their control.

- **Defining the solution process**

Once the cause of the problem has been determined and found to be within the control of the municipality the discussions to determine the action steps that must be taken to solve the problem are held. This process is to come up with the step by step implementation plan to be followed to solve the problem.

- **Implementation**

This is the implementation stage where task teams to implement are formed and start the implementation process.

- **Monitoring and Evaluation**

This process is also monitoring the solved problem to establish whether the solution has been effective in addressing the problem and positive and negative consequences of the implemented solutions.

6. Implementation status

The first phase of the initiative was to pilot it in two municipalities which were Alfred Duma and Umdoni local municipalities. The pilot started in 2016. To date Alfred Duma Local Municipality is complete and monitoring and evaluation is on-going. On the other hand, Umdoni is on the final phase of implementation. The main delays in Umdoni have been due to political instability which indirectly resulted in high staff turnover especially at senior management level. This has then affected the continuity of the project as each time there is a new person the project has to be presented to get understanding and buy in and reprioritised which unfortunately delays the implementation.

The highlights of the project implementation in Alfred Duma local municipality have been that:

- Red Tape reduction is a very intense process that requires commitment from all stakeholders to be successful.
- The three main issues are around:
 - Effective communication both internally and externally to businesses.
 - Supply chain issues on 30% subcontracting and 30-day payment.
 - Development and allocation of suitable, appropriate and affordable infrastructure for mainly small businesses, both formal and informal.
- The main achievements have been that:
 - An electronic complaints management system was developed and implemented.
 - Communication structures were revived e.g. business chamber.
 - 30-day payment checklist developed and have helped reduced the percentage of payments over 30 days to 5% (from over 40%).
 - Needs analysis for informal economy infrastructure is done and issues addressed through the existing Chamber.

Currently red tape reduction processes are being conducted in the following eight municipalities:

- Inkosi Langalibalele Local Municipality (uThukela District)

- Umdoni Local Municipality (uGu District)
- Mpofana Local Municipality (uMgungundlovu District)
- Umngeni Local Municipality (uMgungundlovu District)
- Mtubatuba Local Municipality (uMkhanyakude District)
- Emadlangeni Local Municipality (Amajuba District)
- Endumeni Local Municipality (uMzinyathi District)
- uMvoti Local Municipality (uMzinyathi District)

These municipalities are at various stages of implementation as depicted in the table below:

MUNICIPALITY	PROGRESS TO DATE
Inkosi Langalibalele Local Municipality (uThukela District)	This municipality is at the phase of defining the solution. At this stage there is a draft implementation plan (presented to different municipal departments) that needs to be finalised and implemented.
Umdoni Local Municipality (uGu District)	The municipality is at the implementation stage where the implementation plan is finalised except for the finance unit of the municipality. This is causing delays with the implementation and monitoring and evaluation.
Mpofana Local Municipality (uMgungundlovu District)	Workshops with the businesses have been conducted and the report drafted and sent to the municipality. The next stage is to present this to the municipality, prioritise issues and conduct in-depth interviews with the relevant departments.
Umngeni Local Municipality (uMgungundlovu District)	Two workshops have been conducted with businesses and there is one more that needs to be conducted and then the workshop report will to be drafted and presented to the municipality.
Mtubatuba Local Municipality (uMkhanyakude District)	Workshops have been conducted and the report drafted and sent to the municipality. The next step is to present the report to the municipality management and prioritise issues to be taken forward.
Emadlangeni Local Municipality (Amajuba District)	This is still at the initiation phase where the project has been presented to municipal management, the IGR Protocol agreement has been signed. The next stage is to plan and conduct workshops.
Endumeni Local Municipality (uMzinyathi District)	Three workshops have been conducted and there are two more outstanding and once these are done the report will be drafted and presented to municipality.
UMvoti Local Municipality (uMzinyathi District)	This is still at the initiation stage where the municipality has signed the IGR- Protocol agreement and awaiting the date to present the project to the newly appointed municipality management.

7. Purpose of the TOR

The purpose of these Terms of Reference (TOR) is to establish a panel of technical service providers/technical experts to provide short and long-term services or expertise towards the implementation of the KZN EDTEA Red Tape Reduction processes as specified on a need's basis/as required. The Panel of Service Providers will be used to augment the capacity and provide specific expertise needed for the department to implement red tape reduction processes at municipal level. The TOR specifies the requirements of EDTEA that the potential bidders (technical experts) need to respond to.

8. Project Objectives

The project objective is to undertake action research and facilitation of workshops on red tape reduction within specific municipalities with the aim of managing a red tape reduction process, developing an implementation plan or diagnostic analysis or practical solutions or monitoring the effectiveness of solutions implemented that will assist municipalities to reduce red tape.

Overall Objectives

The overall objective of the project is to provide technical support and facilitation services, using the panel of the technical experts within selected/specified municipalities within the KZN Province.

Key Output

The specific project outputs are as follows:

- Facilitated processes (including workshops, focus groups or action planning).
- Action or implementation plans developed.
- Business process mapping (planning approvals, financial, SCM, communications etc.).
- Stakeholder mapping.
- Reviewed policies/bylaws/procedures/regulations.
- Reports (Research, Monitoring, Diagnostic and Process amongst others to be contextually determined).
- Presentations of the reports to municipality management and other stakeholders.

9. Scope of Work

- Facilitate processes (including workshops, focus groups or action planning):
 - Identify stakeholders to be included in the focus groups.
 - Plan workshops for the identified stakeholders.
 - Conduct workshops for the focus groups.
 - Document the proceedings and the red tape issues raised by the focus group.
 - Facilitates in-depth interviews with the municipal units to verify the red tape and the source.
 - Document the interviews.
- Action or implementation plans development:
 - Determine the actions to be taken to rectify or reduce red tape identified.
 - Develop the implementation plan/s.
 - Identify lead personnel for the activity that needs to be implemented.
 - Facilitate the development of the monitoring and evaluation framework for the implementation plan.
- Business process mapping (planning approvals, financial, SCM, communications etc.):
 - Identify the current business processes.
 - Map the current business processes.
 - Determine the red tape areas in the business process.
 - Facilitate (lead) the development of an improved business process.

- Stakeholder mapping:
 - Identify key stakeholders that need to be part of the red tape reduction process, both Internal (within the municipality) and external.
 - Document these stakeholders stating their specific role in the process.
- Reviewed policies/bylaws/procedures/regulations:
 - Analyse the policies/bylaws/procedures/regulations that have been identified as source of red tape mainly identifying the problematic areas.
 - Assist the municipality to review the impacted policies/bylaws/procedures/ regulations.
 - Assist the municipality to develop Standard Operating Procedures to aid red tape reduction.
- Reports (Research, Monitoring, Diagnostic and Process amongst others to be contextually determined):
 - Detailed reports to be produced at various stages of the project implementation.
- Presentations of the reports, policies/bylaws/procedures/regulations and SOP's to municipality management and other stakeholders:
 - Reports produced, reviewed policies/bylaws/procedures/regulations and developed SOP's to presented to municipal management, council and other stakeholders after the completion of each phase or as and when required by the municipality or the department.

10. Specific Deliverables

- Inception Report.
- Progress Report (in soft copies in MS Word);
 - ✓ Report with a list of agreed problems
 - ✓ Report on problem causes
 - ✓ Report on basket of solutions and preferred choices
 - ✓ Implementation plan report
 - ✓ Monitoring and evaluation report
- Final Report (in soft and 3 hard copies in MS Word).
- Close out report.
- MS PowerPoint Presentation based on Workshop Findings (to be presented to the Municipality/ PSC Meeting in soft and hard copies).
- MS PowerPoint Presentation based on the Final Report (to be presented to the Municipality /PSC Meeting in soft and hard copies).
- Workshop Attendance Registers (in soft copy compatible with MS Excel).

11. Specific Tasks and Activities

The specific tasks that are outlined below are for the complete project. The tasks allocated to the panel members at any given point will be according to the stage of implementation the municipality requiring the service is at as per the implementation stages outlined in Section 2.2 of these TOR.

i) Project Inception within the Municipalities

- Set up inception meetings with the preselected municipalities.
- Present the concept to municipality to get their endorsement.
- Outline the methodology.
- Determine roles and responsibilities and get the municipality to appoint the internal task team to work with the service provider.
- Identify stakeholders that will participate in the Project Steering Committee (PSC).
- Draft workshop plans that will be included in the Inter-Governmental Relations Implementation Protocol/Agreement.

ii) Conduct workshops with the aim of defining the red tape problem/s

- Undertake workshop planning ensuring the following:

- ✓ Identification of stakeholders.
- ✓ Agree on a number of workshops.
- ✓ Suggest and agree on means of workshops (Virtual or Physical).
- ✓ Identify Municipal Venues and platforms.
- ✓ Invite the stakeholders.
- ✓ Identify focus groups with different interest.
- Conduct workshops with each focus group focusing on the following:
 - ✓ Red tape reduction view.
 - ✓ Specific red tape issues for the group.
 - ✓ Prioritization of issues.
 - ✓ Possible solutions from the group.
- Analyze and interpret the group's input group problems into common areas or thematic areas.
- Present the workshop findings to the municipality in the following manner:
 - ✓ Grouped Semi raw problems presented.
 - ✓ Agree on the problems with the municipality.
 - ✓ Prioritise at least three problems to be tackled.
 - ✓ Get consent to in-depth interviews with municipality personnel.
- iii) **Conduct in-depth interviews to determining the causes of the red tape problem**
 - Contact and make appointments with relevant Municipal officials.
 - Request relevant documentation/policy/regulation/by-law.
 - Interview the relevant personnel and review the documents.
 - Identify and agree on problems within the local control.
 - Determine the cause of the problem.
 - Finalise and map the cause of the problem.
- iv) **Define the solution process for the prioritized red tape issues**
 - Undertake the desk top study on solutions to similar problems.
 - Select a task team session on problem solutions.
 - Develop solutions and choose the most suitable solution to the problem.
 - Determine action steps towards solving the problem.
 - Identify action owners for each problem and solution (responsible personnel).
 - Do benchmarking of current operations.
- v) **Develop the implementation plan to curb red tape issues**
 - Develop the implementation plan with specific activities/objectives/targets and responsibilities.
 - Formulate task teams and allocate/source resources where needed.
 - Conduct a workshop on implementation plan to focus groups.
 - Ensure adoption by Council or sort a Council resolution on the implementation plan.
 - Assist the municipality to roll-out implementation plan.
- vi) **Develop a monitoring and evaluation plan to ensure implementation**
 - Work with Municipal M&E to verify indicators and align with the municipalities.
 - Ensure that reporting is standardised across the municipality.
 - Conduct monitoring and evaluation of the implementation process (to agree on the duration with the municipality).
 - Conduct benchmarking and impact analysis.

vii) Close out report

- Draft close out report (issues/learning/successes).
- Present the close out to the municipality and agree on processes going forward.

Duration and Phasing

The selected panel will be in existence for the period of three years from date of appointment. The phasing of the project will be dependent on the individual assignment assigned to the panel members on a short-term or long-term basis and also depending on the implementation phase of the project in the municipality.

12. Team Composition

The project panel should be composed of the following individuals with the relevant qualifications, skill and experience in similar projects. The different individuals must be suitably qualified, affiliated to professional bodies (where relevant) and experienced in similar projects to fulfil the requirements of the Terms of Reference to provide detailed and specialist advice. Individuals will be assigned to short term assignments as short-term experts, as defined by National Treasury, as those service providers whose input is less than 60 days. Individual members are allowed to submit proposals according to the different categories that are outlined.

The Department wishes to establish a panel of suitably qualified and experienced service providers to provide specialist services to the municipalities (on behalf of the Department) in the following categories:

- a) Project Management
- b) Business (Process) Analyst or Management
- c) Social Science or Stakeholder Relations or Research
- d) Policy or Regulations (Compliance)
- e) Town Planning
- f) Public Finance Management
- g) Information Technology Specialist
- h) Communication or Customer Care
- i) Supply Chain Management Specialist

13. Key Expertise

The following key expertise are required over and above the requirements that have been outlined per category:

- Familiar with local government operations
- Making/development and understanding of local government SCM Process
- Managing local government systems
- Understanding of local expenditure
- Understanding of cost centres
- Policy and business process understanding and development
- Leveraging funding for the municipality

All the above points can be included in the section above by way of the generalised experience required of all experts proposed for the panel.

Category A: Project Management

- a) Depending on the stage of implementation within the municipality the project manager or team leader will required provide the following services:
 - Assume the overall responsibility/co-ordination for the project team.

- Co-ordinate the reporting and presentations required.
 - Consolidate the reports from different experts.
- b) The leader must meet the following minimum requirements:
- Must have a recognized Master's degree/s in Social Science, Economics, Planning or equivalent NFQ 9 qualification.
 - Must have experience in leading and managing a research team and/or research projects of a similar nature.
 - Must have 8 or more years' relevant research experience demonstrating involvement in similar research projects in information gathering, analysis of primary and secondary quantitative and qualitative data and/or report writing.
 - Fluency in English, with excellent communication skills both verbally and in writing.
 - Experience in working within the local government environment

Category B: Business (Process) Analyst/Manager

- a) The Business Process Analyst will be required provide the following to:
- Map and analyse the current business process/es as required or identified as priority red tape reduction areas within the municipality.
 - Identify critical red tape areas in the process that require improvement.
 - Develop an improved business process for the municipality.
 - Assist and capacitate the municipality to implement the improved business process.
- b) The Business Process Analyst must meet the following minimum requirements:
- Must have a recognized degree in Business Science, Business Management, Organisational Development, Social Sciences, Humanities or equivalent NQF 7 qualification.
 - Must have 5 years or more relevant experience in the conducting similar business analysis and/or evaluations.
 - Specific knowledge of the of process mapping and business process re-engineering within the local government environment.

Category C: Social Scientist/ Stakeholder Relations Facilitator/ Researcher

- a) The Social Scientist or Stakeholder Relations Facilitator will be required to provide the following services:
- Facilitation and conducting workshops with focus groups.
 - Provide the list/ report on the outcomes of the workshops (the red tape issues).
 - Analyse and identify owners or units within the municipality where issues are.
 - Facilitate the prioritisation of red tape issues within the municipality.
 - Conduct in depth interviews with specific units.
 - Formulate and present the findings and suggested way forward towards the reduction of red tape.
- b) The Social Scientist or Stakeholder Relations Facilitator must meet the following minimum requirements:
- Must have Social Sciences, Humanities, Development Planning, Development Studies or equivalent NQF 7 qualification,
 - Must have 5 years or more relevant experience in the conducting similar projects and/or evaluations.
 - Experience and skills in interviewing techniques, facilitating workshops or focus groups.
 - Must have knowledge of the red tape reduction or ease of doing business processes within the local government environment.
 - Must have experience and demonstrated skills in quantitative or qualitative data gathering, data interpretation/analysis and report writing.

- Must be fluent in isiZulu

Category D: Policy/Regulatory (Compliance) Specialist

- a) The Policy/Regulatory Specialist will be required to render the following services:
- Analyse the regulatory framework within the municipality that has been identified as the red tape source.
 - Provide technical assistance in reviewing the problematic regulation
 - Co-ordinate the implementation of such a regulation/regulatory framework
- b) The Policy/Regulatory Specialist must meet the following minimum requirements:
- Must have a recognized degree in Law, Public Policy, Social Sciences, Humanities, Development Planning or equivalent NQF 7 qualification,
 - Must have 5 years or more relevant experience working within the regulatory or policy environment within the public sector environment.
 - Specific knowledge of the governance controls and regulatory control, Corporate Governance and Compliance and policy and procedural analysis and report writing.

Category E: Professional Town Planner

- a) The Professional Town Planner will be required to render the following services:
- Provide overall guidance and direction on all red tape issues associated with planning.
 - Analyse and determine the causes of red tape that is associated with planning processes.
 - Provide the practical solution to reduce the red tape and create sustainable processes and procedures.
 - Provide technical support to implement the recommended solution/changes.
- b) The Professional Town Planner will be required to meet the following minimum requirements:
- Must have a recognized degree in Town Planning or equivalent NQF 7 qualification.
 - Must be registered with the South African Council of Planners (SACPLAN).
 - Must have 5 years or more relevant experience working within the town planning environment within the public sector environment.

Category F: Public Finance Management

- a) The specialist in Public Finance Management will be required to render the following services to the municipality:
- Analysis of the financial control systems utilised by the municipality.
 - Assist the municipalities in the development of practical revenue collection and improvement strategy/policy.
 - Assist the municipality in the preparation of financial statements or reports for the municipality.
 - Assist the municipality to develop a self-assessment tool on financial performance.
 - Assist the municipality with financial planning for the financial year.
- b) The specialist in Public Finance Management must meet the following minimum requirements:
- Must have a recognized degree in finance, economics, mathematics, statistics, accounting or equivalent NQF 7 qualification.
 - Registration with South African Institute of SAICA Chartered Accountants will be an added advantage.

- Must have 5 years or more relevant experience working within the public sector environment.
- Demonstrate in-depth knowledge of financial analysis, models, and forecasts within the local government environment.

Category G: IT Specialist/Analysts

- a) The Information Technology Specialist/Analyst will be required to render the following services:
- Assist the municipality in setting up and manage the IT systems required for day to day operations of the municipality.
 - Analyse the current system and assist the municipality to develop improved efficient systems to address the shortfall.
 - Assist the municipality to integrate the different it systems used.
 - Assist the municipality to automate the business processes, approval process and reporting.
 - Assist the municipality to develop IT systems that are customer/consumer focused in terms of communication, complaints management, customer service etc.
- b) Information Technology Specialist must meet the following minimum requirements:
- Must have a recognized diploma or degree in Information Technology, Computer Sciences or equivalent NQF 6 qualification.
 - Must have 5 years or more relevant experience working within the public sector environment.
 - Demonstrate a track record in the development/setting up IT systems in the public sector.

Category H: Communication/Customer Care Specialist

- a) The communications or customer care specialist will be required to render the following services:
- Analysing the red tape issues related to communication or customer service.
 - Develop the sustainable solution or response to such issues.
 - Assist the municipality to review or develop a communication policy that caters for both internal and external stakeholders.
 - Assist the municipality is setting up marketing systems for campaigns or mobilisation within the municipality/Ensure that the municipality has excellent and effective advertising whenever a campaign is in the works.
 - Put in place Standard Operating Procedures for communication processes internally or externally.
- b) The communications or customer care specialist must meet the following minimum requirements:
- Must have a recognized degree in communication or marketing or public relations or equivalent NQF 7 qualification.
 - Must have 5 years or more relevant experience working within the public sector environment.
 - Track record of development of development and implementation of communication/marketing tools, systems and policies in the public sector.

Category I: Supply Chain Management (SCM) Specialist

- a) The SCM specialist will be required to render the following services:
- Assist the municipality to identify gaps in the procurement processes.
 - Assist the municipality in the review and drafting of SCM procedures and processes as per MFMA and other Treasury prescripts.
 - Assist the municipality to prepare the SOPs and Manuals required (if any).
 - Assist the municipality to review and update the SCM policy.
 - Assist the municipality to set up risk prone SCM System.
 - Assist the municipality with asset management.
- b) The communications or customer care specialist must meet the following minimum requirements:

- Must have a recognized Diploma or degree in Supply Chain Management, operations management or equivalent NQF 6 qualification.
- Must have 5 years or more relevant experience working within the public sector environment.
- Registration with South African Production & Inventory Control Society (SAPICS) will be an added advantage.
- Track record of development of development and implementation of communication/marketing tools, systems and policies in the public sector.

CV's of Key Personnel:

CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

Note: Skills and Experience (Key Experts and other Consultants)

- Proof of these undertakings is required in the form of signed reference letters from previous clients and copies of orders obtained; and
- Certified copies of qualifications must be submitted for verification purposes.
- Proof of professional body accreditation is required requested if applicable.

14. Enterprise Experience

Provide a list of projects undertaken by the company in the table below.

To validate experience indicated hereunder, bidders must provide reference letters from previous clients.

The bidders are required to complete the following table:

Name of the Institution	Project Name	Project Discription	Project Duration	Contact Person	Value of Project

15. Reporting Requirements

The appointed Service Provider/s will be required to report to the Project Manager: Mr Bongani Mkhize on progress of the project from a contractual perspective. All reports with their accompanying invoices for payment must be submitted to the Project Manager, who will evaluate each phase. The Project Manager, the PSC and EDTEA senior management will evaluate each project phase before any payment is recommended for approval and processed. The consultation processes or meetings are to be scheduled by the service provider, who must also record meeting minutes.

A project specific PMC will be constituted for purposes of managing the project, presenting findings and for peer review of the work and findings. The team will be expected to present their findings in the scheduled Municipal EXCO/Council Meetings to obtain their inputs, feedback and buy in.

The Contact details of the project manager are:

Name: Bongani Mkhize

Email address: Bongani.Mkhize@kznedtea.gov.za

Telephone: 033264 2641 or 082 301 0205

16. Bid Requirements

Price Breakdown

The selection of suitable service providers will be undertaken on the following bases:

- Price is NOT a determining factor for the purpose of the establishment of the panel.

When the need arises for the Department to procure any of the specialist services in respect of any of the above-mentioned categories, all the service providers falling within one or more specific categories will be requested to quote for work as and when required.

The individuals or companies must indicate whether they would like to serve in more than one category of the panel as per the below list.

Should the service provider desire to be in more than one category they must provide their proposals per each category and indicate same on the below list. The failure to indicate a category, will lead to an automatic disqualification.

CATEGORY	INDICATE WHICH CATEGORY YOU ARE BIDDING FOR BY A TICK
A- PROJECT MANAGEMENT	
B- BUSINESS (PROCESS) ANALYST /MANAGER	
C- SOCIAL SCIENTIST/ STAKEHOLDER RELATIONS FACILITATOR/RESEARCHER	
D- POLICY/REGULATORY (COMPLIANCE) SPECIALIST	
E- PROFESSIONAL TOWN PLANNER	
F- PUBLIC FINANCE MANAGEMENT	
G- IT SPECIALIST/ANALYST	
H- COMMUNICATION/CUSTOMER CARE SPECIALIST	
I- SUPPLY CHAIN MANAGEMENT SPECIALIST	

17.Evaluation Process

The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3
Administrative Compliance	Functionality Requirement	Negotiation and, Final Award
Compliance with Mandatory Requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

Individual qualifications (for Individuals required)	Proof of qualifications to be attached
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.
Bidder's Disclosure – SBD 4	Completed and signed
Authority to Sign a Bid: COMPANIES	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CLOSE CORPORATION	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>

<p>Authority to Sign a Bid: CO-OPERATIVE</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: JOINT VENTURE</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and 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 <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: CONSORTIUM</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and 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 <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: PARTNERSHIP</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>

Phase 2: Functionality Requirements

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a **minimum of 70%** of the total points outlined in the Evaluation Grid.

Points Awarded for Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below and may be supported by proof/ documentation stated in the same table.

18.Phase 3 Final Award, Negotiation

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

ANNEXURE A
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATERGORY A: PROJECT MANAGEMENT

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATERGORY B: BUSINESS (PROCESS) ANALYST /MANAGER

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATEGORY C: SOCIAL SCIENTIST/ STAKEHOLDER RELATIONS FACILITATOR/RESEARCHER

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATEGORY D: POLICY/REGULATORY (COMPLIANCE) SPECIALIST

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE A
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATEGORY E: PROFESSIONAL TOWN PLANNER

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Individual proof of registration with professional body	Registration with Professional body = 5 No registration= 0	
Total Evaluation Score	35	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATEGORY F: PUBLIC FINANCE MANAGEMENT

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Individual proof of registration with professional body	Registration with Professional body = No registration= 0	
Total Evaluation Score	35	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATERGORY G: IT SPECIALIST/ANALYST

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATERGORY H: COMMUNICATION/CUSTOMER CARE SPECIALIST

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

ANNEXURE B
Evaluation Grid
To be Completed for Tender by Each Evaluator

CATEGORY I: SUPPLY CHAIN MANAGEMENT SPECIALIST

Criterion	Maximum Points	Initial assessment
Individual Qualifications	10 = post-grad 5 = degree, 2 = diploma, 0= no qualification	
Number of years of experience	>10 years = 10 points 6-10 years = 5 points <5 years = 1 point	
Proven track record (number of projects)	>6 projects = 10 5-6 projects = 6 3-4 projects = 4, 1-2 projects = 2, No project = 0	
Total Evaluation Score	30	
Minimum passing score	70%	

Weakness	
Strengths	
Name	
Signature	

Annexure C: CV Format

CURRICULUM VITAE max 3 pages

Proposed role in the project:

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

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

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

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

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

12. **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 - 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.

Name	
Signature	
Date	

ANNEXURE: E
Board Resolution

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS

OF (Company Name) _____ HELD ON (Date) ___/___/_____

AT (Address) _____

RESOLVED THAT the company has authorized, Mr/Ms. _____ in his/her capacity _____ and is hereby authorized to sign all documents in connection with this quotation and any contract resulting therefrom on behalf of the enterprise. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof.

Specimen Signature of Authorised Signatory:

(Signature)

I/We, the undersigned, being the Member(s) of the enterprise RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by designated director / authorised signatory of the company be furnished with responses to RFQ (Request for Quotations).

NO	DIRECTORS NAME AND SURNAME	SIGNATURE	DATE
1.			
2.			
3.			
4.			
5.			
6.			

COMPANY STAMP