



## KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 08 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 SERVICE PROVIDER TO CONDUCT AN ANALYSIS OF THE BARRIERS TO ECONOMIC TRANSFORMATION AND TO DEVELOP A STRATEGIC IMPLEMENTATION PLAN INCLUDING TRAINING INTERVENTIONS FOR EACH OF THE TWELVE (12) SECTORS OVER A 36 MONTHS PERIOD.**

### Collection of Bid Documents

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

### COMPULSORY Briefing Session (APPLICABLE)

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>MARINE BUILDING 9<sup>th</sup> floor - 1 DOROTHY NYEMBE ST, DURBAN</u>	<u>21 August 2023</u>	<u>10h00 am</u>

Queries relating to the issue of these documents may be addressed to Sthabile Khuzwayo  
Tel. No. (033) 264 2663:  
E-mail: [bids@kznedtea.gov.za](mailto:bids@kznedtea.gov.za)

**Closing Date: 11 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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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 08 EDTEA 2023/2024	CLOSING DATE:	11 SEPTEMBER 2023	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN ANALYSIS OF THE BARRIERS TO ECONOMIC TRANSFORMATION AND TO DEVELOP A STRATEGIC IMPLEMENTATION PLAN INCLUDING TRAINING INTERVENTIONS FOR EACH OF THE TWELVE (12) SECTORS OVER A 36 MONTHS PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Sthabile Khuzwayo		CONTACT PERSON	Ms. Nonkululeko Nkwanyana	
TELEPHONE NUMBER	033 264 2864 /083 823 9781		TELEPHONE NUMBER	065 802 0436	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:bids@kznedtea.gov.za">bids@kznedtea.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:nonkululeko.nkwanyana@kznedtea.gov.za">nonkululeko.nkwanyana@kznedtea.gov.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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
<b>Prospective Service Providers MUST complete the following as per the BID document:</b>							
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	Pricing Schedule (SBD 3.1)	Yes	Yes				
Section G	Pricing schedule (SBD 3.3) (Professional services)	Yes	Yes				
Section H	Bid Offer	Yes	Yes				
Section I	Bidder's disclosure form (SBD4)	Yes	Yes				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022			Yes			
Section K	<b>Questionnaire Replies</b> - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	Official Briefing session form	Yes	Yes				
Section M	Special Conditions of Contract						
Section N	General Conditions of Contract	Read only					
Section O	<b>Authority to Sign a BID</b>						
	Provide resolution letter for the	Yes	Yes				

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
	relevant enterprise status						
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
<b>Section P</b>	Schedule variations from good and services information			<b>Yes If applicable</b>			
<b>Annexure A</b>	Terms of Reference						
<b>Annexure B</b>	Evaluation Grid						
<b>Annexure C</b>	CV Format						
<b>Annexure D</b>	Statement of exclusivity and availability						
<b>Annexure E</b>	Board Resolution Format						

## 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](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less 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: PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number <b>ZNT 08 EDTEA 2023/2024</b>
Closing Time <b>11:00</b>	Closing date: <b>11 September 2023</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

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

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

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

\*Delete if not applicable

**SECTION G: PRICING SCHEDULE**

**(Professional Services)**

Name of bidder.....	Bid number... <b>ZNT 08 EDTEA 2023/2024</b>
Closing Time <b>11:00</b>	Closing date... <b>11 September 2023</b>

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

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

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

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

	R.....	
	R.....	
	R.....	
	R.....	
	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R.....	..... days
	R.....	..... days
	R.....	..... days
	R.....	..... days
	R.....	..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
			R.....
			R.....
			R.....
			R.....
			R.....

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses

incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....

TOTAL: R.....

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

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

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

.....

.....

.....

.....

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

**SECTION H: BID OFFER**

(To be completed by Bidder)

**BID NUMBER: ZNT 08 EDTEA 2023/24**

1. BID PRICE INCLUDING VAT: R.....
2. AMOUNT IN WORDS: .....  
.....
3. TIME FOR COMPLETION/ DELIVERY: .....calendar months

<b>NAME OF BIDDER:</b> .....	<b>SIGNATURE</b> .....	<b>DATE:</b> .....
---------------------------------	---------------------------	-----------------------

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
Mark appropriate block with "X"

  

1. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO	
2. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO	
3. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO	

**SECTION I: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

---

<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

**SECTION J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

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



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

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) <i>(To be completed by the organ of state)</i>	Number of points claimed (80/20 system) <i>(To be completed by the tenderer)</i>
Africans	10	
Geographical Location (KZN Province)	10	
<b>Total</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

Initials: \_\_\_\_\_

**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													
<b>TO TA L</b>													

**SECTION K: QUESTIONNAIRE REPLIES**

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

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

.....  
**DATE**

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

SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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 08 EDTEA 2023/2024

Service APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECRETARIAT SERVICES FOR THE KWAZULU-NATAL ECONOMIC COUNCIL.

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>MARINE BUILDING 9<sup>th</sup> floor- 1 DOROTHY NYEMBE ST, DURBAN</u>	<u>21 August 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 M: 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 *(four (4) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance, Functionality, Price and Preference points (Specific goals) and price negotiation.**

#### 2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to P. 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	PRICING SCHEDULE FIRM PRICES (SBD 3.1)	X	
SECTION G	PRICING SCHEDULE PROFESSIONAL SERVICES	X	
SECTION H	BID OFFER	X	
SECTION I	BIDDER'S DISCLOSURE (SBD 4)	X	
SECTION J	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X	
SECTION K	QUESTIONNAIRES REPLIES	X	
SECTION L	BRIEFING SESSION	X	Applicable
SECTION M	SPECIAL CONDITIONS OF CONTRACT	X	
SECTION N	GENERAL CONDITIONS OF CONTRACT		Read only
SECTION O	AUTHORITY TO SIGN THE BID	X	
SECTION P	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION		If applicable

#### 2.2 Step 2 - Functionality

This bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 70% in order to proceed to the next stage of evaluation.

#### 2.3 Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20/ preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will result in non-allocation of preference points.

Specific goals	Documents required to determine specific goals respectively
<b>Preference Goal 1- HDI</b>	
Africans	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
<b>Preference Goal 2- RDP</b>	
Geographical Location (KZN Province)	Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1

#### 2.4 Step 4 - Price negotiation

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

### 3 BID APPEAL TRIBUNAL (BAT)

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

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

The address provided for the lodging of appeals is:

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

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

## SECTION N: 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 that 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](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 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**

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

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or

other documents to be furnished by the supplier are specified in SCC.

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

## 11. Insurance

- a. 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

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

## 13. Incidental Services

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

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

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

## 14. Spare parts

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

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

## 15. Warranty

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

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

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

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

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

## 16 Payment

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

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

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

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

## 17 Prices

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

## 18 Contract amendments

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

## 19 Assignment

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

## 20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract

and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

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

## **23 Termination for default**

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

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

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

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

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

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

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

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

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

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

## **24 Anti-dumping and countervailing duties and rights**

**24.1** When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the

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

## **25 Force Majeure**

**25.1** Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.

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

## **26 Termination for insolvency**

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

## **27 Settlement of Disputes**

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

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

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

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

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

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

## **28 Limitation of liability**

**28.1** 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**

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

## **30 Applicable law**

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

## **31 Notices**

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

**32 Taxes and duties**

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

**33 National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

- 34.1** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

**SECTION O: AUTHORITY TO SIGN A BID**

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

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

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

.....

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

acting in the capacity of .....

whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

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

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





## Annexure A: Terms of Reference/ Specifications

### APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN ANALYSIS OF THE BARRIERS TO ECONOMIC TRANSFORMATION AND TO DEVELOP A STRATEGIC IMPLEMENTATION PLAN INCLUDING TRAINING INTERVENTIONS FOR EACH OF THE TWELVE (12) SECTORS OVER A 36 MONTHS PERIOD.

#### 1. BACKGROUND INFORMATION

##### 1.1. Definitions of Acronyms/Glossary

<b>BEE:</b>	Black Economic Empowerment
<b>B-BBEE</b>	Broad Based Black Economic Empowerment
<b>CV:</b>	Curriculum Vitae
<b>EDTEA:</b>	KwaZulu- Natal Department of Economic Development, Tourism and Environmental Affairs
<b>EMEs</b>	Exempted Micro Enterprises
<b>IEDS</b>	Integrated Economic Development Services
<b>KZN:</b>	KwaZulu-Natal
<b>NGOs</b>	None Governmental Organizations
<b>SLA</b>	Service Level Agreement
<b>PMU:</b>	Programme Management Unit
<b>PMT:</b>	Programme Management Team
<b>PSC:</b>	Project Steering Committee
<b>SANAS</b>	South African National Accreditation System
<b>SOEs</b>	State Owned Enterprises
<b>SMEs:</b>	Small and Medium Enterprises
<b>TOR:</b>	Terms of Reference
<b>DTIC</b>	Department of Trade, Industry and Competition
<b>MAC:</b>	Marketing, Advertising and Communication Sector Code
<b>ICT:</b>	Information and Communication Technology Sector Code

##### 1.2 Departmental and Programme Overview

- 1.2.1 The strategic focus for the KZN EDTEA during the 2020 –2030 planning period is to build a resilient KZN provincial economy that can respond to global factors, stimulating provincial economic development, alignment of functions and purpose of all economic development entities as well as building a vibrant organisation. One of the strategic objectives of the department is to ensure sustainable and inclusive economic growth for job creation, the achievement of economic growth can be facilitated through broad participation by the community.
- 1.2.2 The purpose of the Integrated Economic Development Services (IEDS) Programme 2 is to advance economic growth and job creation initiatives that prioritize historically disadvantaged individuals and groups. It aims to create partnerships and implement policies, programmes and projects aimed at creating employment and building capacity of stakeholders, supporting and promoting enterprises owned by previously disadvantaged individuals, groups, or communities in order to bring them into the mainstream of the economy. The Programme comprises of the Enterprise Development, Regional and Local Economic Development (RLED) and Economic Empowerment.

1.2.3 The BEE Compliance Unit is located within the Economic Empowerment Subprogram. The strategic objective of the sub-programme is to create an enabling environment for economic development and empowerment of the previously disadvantaged individuals and groups (especially youth, women, the disabled and military veterans) to participate in the mainstream economy.

### 1.3 Rationale of the Project

The 2019 B-BBEE National Status report released by the B-BBEE Commission in 2020, shows a slight change in the levels of transformation with the overall black ownership reflecting a 4% increase from 25% black ownership in 2018 to 29%, management control was sitting at 39% overall and JSE listed entities board control was at 43.6 % (male – 23.08%; female – 20.55%). The report indicated 45% overall and 38.3% (male – 16.7%; female – 21.6%) black South Africans held directorship on JSE listed entities. Only 3.3% entities listed on the JSE are 100% black owned, which was 1.2% in 2018 and 1% in 2017. The three least performing sectors on ownership were Agri BEE (12%), financial (25%) and forestry (26%) with construction (44%), Property (42%) and ICT (36%) showing a relatively good performance. Women ownership in 2019 remains around 10% in all sectors except property (11%), generic (12%), transport (12%), tourism (14%), construction (16%), MAC and ICT (17%).

On average, contributions towards skills development and enterprise & supplier development ranged between 50%-60% in 2018 and the 2019 performance shows an average of 49%-51%. This is indicative that black people continue benefiting from bursaries, partnerships and incubation opportunities, however, absorption into a job or sustainable supply chain remains a challenge for these black youth and entrepreneurs, amongst other things. The analysis has not expanded to assess the impact and sustainability of the initiatives reported. This is a clear indication that there is progress made in the implementation of B-BBEE policy. However, we have not achieved our maximum level.

**The successful Service Provider will analyse the following sectors over 36 months period which are gazetted under the B-BBEE Sector Codes by the DTIC:**

<b>1. FIRST PHASE SECTORS: 12 MONTHS</b>
1. Construction Sector
2. Finance Sector
3. Property Sector
4. ICT Sector
<b>2. SECOND PHASE SECTORS: 12 MONTHS</b>
1. Tourism Sector
2. Forest Sector
3. Transport Sector
4. Agri BEE Sector
<b>3. THIRD PHASE SECTORS: 12 MONTHS</b>
1. Marketing, Advertising and Communication Sector
2. Défense Sector
3. Energy Sector
4. Chartered Accountancy Sector

The successful service provide shall utilize various economic transformation policy tools in order to be able to analyse the sector's compliance. This may further include, but not limited, to the following B-BBEE Codes of Good Practice:

#### THE B-BBEE GENERIC SCORE CARD

ELEMENT	WEIGHTING	CODE SERIES REFERENCE
Ownership	25 points	100
Management control	19 points	200
Skills development	20 points (plus 5 bonus points)	300
Enterprise and Supplier Development	40 points (plus 4 bonus points)	400
Socio-economic development	5 points	500
<b>Total</b>	<b>109 (118) points</b>	

A measured entity that falls within a particular sector code can be measured or verified based on the sector code, utilising sector specific sector codes

The KZN Province has not yet conducted an economic transformation of various sectors at this magnitude. It is therefore important that the Department provide an analysis of twelve (12) sectors on the economic transformation in the Province.

## **2 Purpose of the ToR**

The purpose of these terms of reference (TOR) is to seek proposals from credible Service Provider to undertake an economic transformation analysis of the twelve (12) economic sectors in the Province. This will enable the Department to make strategic interventions in order to influence the economic transformation. This will enable the economic transformation of the target groups such as women, youth, and people with disabilities to access the opportunities presented by the analysis.

## **3 PROJECT OBJECTIVES**

### **3.1 WHY IS THE PROJECT IMPORTANT?**

This project is important as it will identify the barriers and opportunities for the economic transformation target group. Government will be able to make strategic interventions on the twelve targeted sectors to advance the economic transformation. It is government's objective on economic transformation to work with the private sector in order to deal with the challenges of poverty, unemployment and inequalities.

### **3.2 OVERALL OBJECTIVES**

An overall objective is to solicit the services of credible service provider to undertake an economic transformation analysis of the twelve (12) sectors in line with the targets as set out in the amended B-BBEE Codes of Good Practise: Ownership, Management control, Supplier and Enterprise Development, Socio-Economic Development.

### **3.3 SPECIFIC OBJECTIVES**

The specific objectives of the contract are to:

- To identify the sector's major role players, and analyze their roles & responsibilities.
- Identify the sector's relevant economic transformation policies in order to analyze the sector's level of compliance
- Identify the barriers for economic transformation within the sector
- Organize an information dissemination and policy advocacy for the sector.

## **4 SCOPE OF WORK**

### **4.1 SPECIFIC ACTIVITIES**

#### **4.1.1 Identification of the sector major role players**

- Identification of the sectors major role players and their roles, and responsibilities.
- Conduct a desk top analysis of the sector relevant economic policies and strategies and determine the level of compliance
- Convene focus group discussion meetings with major role players
- Organize one on one meetings with key individuals in order to understand key transformation issues within the sector

#### **4.1.2 Preparation of detailed report on the sector in order to determine the level of compliance**

- Conduct site-visits to assess each sector's level of compliance. The report will detail compliance under these headings:
  - ✓ Ownership,
  - ✓ Management control;
  - ✓ Supplier and Enterprise Development;
  - ✓ Socio-economic development
- Understand the operational challenges faced by each sector and propose mitigating strategies for all the challenges identified;

#### **4.1.3 Undertake a detailed situational analysis of the barriers to economic transformation in each sector**

- Conduct the desk-top analysis of specific sector economic transformation policies and strategies
- Identify other related economic transformation interventions, if any, such as women, youth, and people with disabilities strategic interventions
- Identify the sector implementation structures/institutions and highlight their roles
- Organize focus group discussion with sector's role players in order to understand dynamics, barriers and bottlenecks faced by each sector
- Prepare a detailed report on each sector.

#### **4.1.4 Identify possible areas of partnership on economic transformation**

Government resources are limited to deal with the economic transformation and empowerment challenges. The activities envisaged from the successful bidder include:

- Identify support required by each sector in order to deal with the challenges
- Identify opportunities for each sector along its value chains. Conduct a value chain analysis.
- Identify areas of common interest and make recommendations.
- Identify the level of skills required from the target group in order to access the opportunities
- Identify the barriers for partnership between government and the private sector

#### **4.1.5 Prepare a comprehensive action plan for each sector**

The action plan must cover the following key areas:

- Government stakeholder's co-ordination approach
- Identified economic transformation policies relevant to the sector
- Government response to policy bottlenecks
- The level of enterprise and supplier development required for the business;

#### **4.1.6 Outline the transformation framework.**

The framework must aim to make strategic interventions to influence the economic transformation in each sector

- Assessment of sectoral economic transformation and strategy framework development
  - ✓ An in-depth analysis highlighting challenges and opportunities various sectors
  - ✓ Highlight prominent challenges and opportunities in the key sectors where transformation has been very slow
  - ✓ Conducting multi stakeholder Provincial Workshops and interviews
  - ✓ Identify key intervention areas
  - ✓ The analysis must provide a status quo analysis of socio-economic economic transformation
- Draft strategy and Implementation plan
  - ✓ The strategy will articulate key elements and principles as well as key areas for strategic focus and interventions.
  - ✓ Identify required programmes to achieve strategic goals as a sector
  - ✓ Determine desired performance of each sector including: economic indicators, sector performance goals, intervention areas
  - ✓ Engage with key stakeholders e.g. major role players in the sector to solicit their views
  - ✓ Undertake realistic scenario planning with Key Stakeholders in Workshop
  - ✓ Formulate key intervention areas identified and align sector to the identified projects
  - ✓ Conduct Capacity Building Workshops

**4.1.7 Provide administrative support to the work of the Project Steering Committee.**

Please note that the Project Steering Committee (PSC) will include the successful Bidder, EDTEA and will be chaired by the Department. The activities envisaged for the PSC include: To utilize the TORs and SLA as a guide for the implementation of this project. Receives and review progress report for this project Convene (through the designated Chair) at least monthly PSC meetings. The PSC should prepare monthly reports. The successful Bidder will be responsible for preparing financial reports for the PSC

**4.2 SPECIFIC DELIVERABLES**

- Inception Report
- Workshop Reports (maximum of 1 workshop per sector)
- Situational Analysis report
- Sector Compliance Report
- Transformation Framework
- A profile for each sector and Action Plans
- Strategy and Implementation Plan
- Minutes for the PSC Meetings
- A consolidated Close out report covering all the sectors and their respective comprehensive turnaround strategie

**4.3 PROJECT PHASING**

This is a 3-year (36 months) project. The project will be undertaken in three (3) phases i.e. the inception phase, implementation phase and close out phase. Four sectors have been selected as stated in section 1.3 above. The service provider will be required to submit draft Project Phasing Plan, especially the Project Inception Plan for every new year, focusing on sectors that have been selected. The table below reflects what will be required from the service provider each year.

Description	Duration	Due Date
Key Output 1.		
Project Inception	1 month	From the date of signing the SLA
Key Output 2.		
Implementation	10 months	TBA – SUBJECT TO SIGNING OF THE SLA
Key Output 3.		
Close Out Report	1 month	TBA

**4.3.1 Inception Phase**

The service provider is required to draft an inception report which must be completed within 4 weeks, after signing of the Service Level Agreement. The inception phase should detail all deliverables including defining project scope, objectives and deliverables to be achieved during the contract period During this inception phase, the service provider should familiarize themselves with BEE Compliance Sector Intervention initiative and focus on developing necessary systems and procedures. Service provider required to commence by drafting the inception report detailing the overall approach, methodology and expected timeframe in which each phase of the project activities costs will be completed.

The activities involved in this phase should inter-alia include the following:

- Present high-level challenges faced participants in various sectors
- Develop a project plan with time frames
- Present Methodology and approach to be used in the project
- Present tools and systems to be used in the project
- Resource allocation needed to implement the project.
- Convene or constitute the first PSC meeting

### **4.3.2 Implementation Phase**

The service provider must carry out all the tasks as detailed under clause 4.1 “Specific Activities” and implement all the plans agreed to at Inception Phase.

### **4.3.3 Close-out Phase**

Final report will be an integrated report from sub-reports compiled. This will also serve as a close out report which will be covering all the work done. The Service Provider will prepare a detailed closeout report and hand over the report on 4 hard copies and on electronic version to EDTEA and finalized files of pilot project participants. Report must highlight lessons learnt and how possible each sector can be improved. The Service Provider should further provide a report with detailed learnings drawn from the project implementation.

## **5. LOGISTICS AND TIMING**

### **5.1 ANTICIPATED TIMEFRAMES**

This project shall be implemented over thirty-six months (36) period, covering four sectors in each of the three phases.

### **5.2 PROJECT LOCALITY**

The project will be conducted at various locations dependent on each sector dynamics.

### **5.3 FACILITIES AND RESOURCES TO BE PROVIDED**

The bidder must ensure that the team is adequately supported and equipped to undertake all the activities required for this project and that the team be always available as and when required by EDTEA. The bidder must ensure that it cater for logistical support to the team such as travelling, and accommodation. The Service Provider is expected to organize transport, venue and provide catering for delegates and all in attendance at the workshops that will be held for each sector.

## **6. TECHNICAL TEAM COMPOSITION**

**6.1** The proposal should provide a detailed description of the team composition and Curriculum Vitae (CVs) of all project team members. Please kindly note that team members who are submitted as part of the bid must be involved in the carrying out of the project. Should there be a need for replacements, substitutes must be of equal caliber and prior approval must be sought from EDTEA. The team should comprise of the key experts as listed below. The project team should be composed of the following individuals with the relevant qualifications, skill and experience in similar projects.

### **6.2 The Service Provider must have the following key experts:**

- Project manager;
- Economic Transformation Specialists; and
- Stakeholder Relations Coordinator

#### **6.2.1 PROJECT MANAGER**

The Project Manager will be responsible for managing overall project implementation and report to EDTEA and Project Steering Committee (PSC). The Project Manager will coordinate project activities, administrative and financial functions related to staffing, implementation and management of the project. The Project Manager will undertake any other activity that would be necessary to ensure the proper supervision and management of the programme.

The Project Manager will perform, but not limited to, the following tasks:

- Accountability of the overall project
- Managing the project functions within the overall project governance structures i.e. the PSC; Managing the Project office and staff; Ensuring regular, effective and efficient use of project resources within the EDTEA; approved plans and budgets;
- Ensuring that project deliverables, time frames are adhered to; and
- Consolidating data for the progress reports and financial statements for the PSC to approve.

The Project Manager must have:

- Post graduate degree in Management, Development Studies or Economics;

- The Project Manager should have long-term experience in economic transformation; institutional arrangements for cross-sector partnerships in empowerment; programme management; SMME development, economic empowerment concepts development; and
- At least 10 years of relevant experience in a lead position in the project management of economic transformation, empowerment projects and the planning, implementation and evaluation of technical assistance and capacity building programmes.

The Project Manager should possess the experience, skills, competencies and knowledge in the following areas: leading and managing multi-disciplinary technical teams; project development, management, monitoring; time management; planning and organizing; report writing; budgeting and financial management; establishment of administrative, procurement and financial management and accounting systems; presentation skills; communication and networking; good interpersonal relations in economic transformation context; strong writing and oral skills in English and IsiZulu; analytical thinking and problem solving and computer literacy (Word, Power Point, Excel).

### **6.2.2. KEY EXPERT 2: ECONOMIC TRANSFORMATION SPECIALIST**

The Economic Transformation Specialist will be responsible for managing, coordinating, and the implementation of the project in cooperation with the PSC. The Specialist will perform, but not be limited to, the following specific tasks/functions:

- High attention to detail and ability to work under pressure.
- Coordination of project activities
- Responsible for Project Implementation
- Knowledge of B-BBEE legislation, processes and strategies.
- Understanding of B-BBEE Act and Codes of Good Practices
- Strong administration skills.
- Experienced in conducting similar project.
- Experienced in development of data base.
- Facilitation and presentation skills.
- Ability to communicate effectively and understand both Zulu and English languages
- The Specialist must have an officially recognized university degree in Development studies, Economics, Accounting, and at least 5 years of relevant experience in a position in the project management of economic transformation, empowerment projects and the planning, implementation and evaluation of technical assistance and capacity building programmes.

The Specialist should possess the experience, skills, competencies and knowledge in the following areas: coordinating multi-disciplinary technical teams; project development, monitoring; time management; planning and organizing; report writing; budgeting and financial management; establishment of administrative, communication and networking; good interpersonal relations in economic transformation context; strong writing and oral skills in English and IsiZulu; analytical thinking and problem solving and computer literacy (Word, Power Point, Excel).

### **6.2.3 KEY EXPERT 3: STAKEHOLDER RELATIONS CO-ORDINATOR**

The Stakeholder Relations Coordinator will be responsible for managing, coordinating, and the implementation of the project in cooperation with the PSC.

Specific Functions/Tasks

- Co-ordination of stakeholders for the project
- Research relating to the project
- Liaising with the with facilitator and Project manager regarding the project;

The Stakeholder Relations Coordinator must have an officially recognized university degree in Development studies, Economics or Accounting, and at least 5 years' experience in economic transformation stakeholder's co-ordination of previously disadvantaged group. The business development coordinator should have specific knowledge or experience of economic transformation strategies. Specific experience/knowledge of B-BBEE Code's requirement on sector codes. The Stakeholder Relations coordinator should



possess experience, skills, competencies and knowledge in the following areas:  
 Planning and organising; report writing; budgeting and financial management; knowledge of relevant South African legislation, policies and enterprise development approach; skills; communication and networking; good interpersonal relations in an intercultural context; strong writing and oral skills in English (ability to speak in IsiZulu); analytical thinking and problem solving and computer literacy (Word, Power Point, Excel)

**6.3 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.**

**6.4 Company and / or Consortium Experience/ Profile**

A full and complete company profile must be provided for the Company/Consortium and or Joint Venture partners.

**7. ENTERPRISE EXPERIENCE**

The bidders are required to complete the following table:

Institutions Name	Project Name	Project Description	Project Duration	Contact Person	Value of Project

Bidders are required to submit a minimum of 3 reference letters.

**8. REPORTING**

The overall management of the contract within EDTEA will rest with the Deputy Director: BEE Compliance. All reports will be prepared in an agreed format consistent with the activity and/or work plans. These reports should be submitted in electronic and print versions and where relevant be accompanied by a corresponding invoice. The Project Manager will report to the Project Steering Committee (PSC), where report (s) and other management matters are discussed.

**9. BID REQUIREMENTS**

**9.1. Price Breakdown**

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal, e.g.

(Insert the budget breakdown. *the following below is an example*)

Item No.	Description of Service	Price per month
1		
2		
2		
4		
5		
Total amount (excluding Vat)		R
Vat (for Vat Vendor)		R
Grand Total		R

For professional services with gazette rates, the financial offer must comprise of the following: e.g.

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

- The financial offer must be Vat Inclusive for vat vendor service providers.
- Disbursement must be limited at 10% of project cost.

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

b) Cash flow forecast for the inception phase. The financial offers must be VAT inclusive.

**10 EVALUATION PROCESS**

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

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Functionality Requirement	Price and Preference	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.	Bids will be evaluated using the 80/20 preference points system.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

**PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE**

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed
Briefing session	Compulsory
Authority to Sign a Bid: COMPANIES	<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>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	<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>
Authority to Sign a Bid: CLOSE CORPORATION	<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>
Authority to Sign a Bid: CO-OPERATIVE	<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>
Authority to Sign a Bid: JOINT VENTURE	<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>
Authority to Sign a Bid: CONSORTIUM	<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>

Authority to Sign a Bid: PARTNERSHIP	<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>
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## 10.2 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.

### 10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	Understanding of assignment, methodology and Approach	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements. How does the bidder envisage undertaking this project? The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.	45
2	Experience of Company in execution & management of projects of a similar nature.  Provide reference letters	The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. At least 3 detailed references from clients detailing the actual work completed relating to economic transformation projects. The reference letters must be in a company's letterhead and must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.	20
3	Key Experts Qualifications, Skills and Experience	Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required are, e.g., Key expert 1- (Team leader), Key expert 2, Key expert 3 (Operational staff). Provide CV detailing experience and certified copies of qualifications of all key experts required.	35
	Overall Score Total		100

## 10.3 Phase 3: Price and Preference

Bidders who obtained a minimum qualifying score of 70% will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million.

### 10.3.1 POINTS AWARDED FOR SPECIFIC GOALS

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

10.3.1.2 Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
<b>Preference Goal 1- HDI</b>		
Africans	10	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
<b>Preference Goal 2- RDP</b>		
Geographical Location (KZN Province)	10	Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1
Total Points for development Objectives	20	

#### 10.4 Phase 4 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. Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

## Annexure B: EVALUATION GRID

To be completed for tender by each evaluator

The Bidder must achieve 70% to proceed to the next evaluation phase

Criterion	Maximum Points	Initial assessment
Understanding of assignment, methodology and approach	(45)	
<b>Methodology (15)</b>		
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	15 points	
Methodology with some indication on how the proposed method will meet the requirements of the project	5 points	
Methodology- does not show how their proposal will meet the requirements of the project	0	
<b>Understanding of Assignment (25)</b>		
Company shows clear understanding and experience of assignment	25 points	
Repeated aspects of TORs but has some understanding of assignment	10 points	
No understanding of assignment	0	
<b>Timetable of activities (5)</b>		
Detailed timetable of activities included = 5 points	5	
Brief/ summarized timetable of activities = 2 points	2	
No timetable of activities included = 0 points		
<b>Experience in the implementation of economic transformation projects</b>	(20)	
3+ reference letters	20	
Less than 3 reference letters	0	
<b>Project Team skills and experience</b>	(35)	
<b>Team Leader-Key Expert 1: Project Manager Qualification and experience</b>	(15)	
<b>Qualification (5)</b>		
Post graduate degree in Management, Development Studies OR Economics	5 points	
No Post Graduate Degree	0	
<b>Relevant Experience (10)</b>		
10+ Years' Experience	10 points	
Less than 10 years' experience	0	
<b>Key Expert 2: Economic Transformation Specialist</b>	(10)	
<b>Qualification (3)</b>		
Degree in Development Studies, Economics OR Accounting,	3 points	
No Relevant Qualification	0	
<b>Relevant Experience (7)</b>		

5+ Years' experience	<b>7 points</b>	
Less than 5 years' Experience	<b>0</b>	
<b>Key Expert 3: Stakeholder Relations Co-Ordinator</b>	<b>(10)</b>	
<b>Qualification (3)</b>		
Degree in Development Studies, Economics OR Accounting,	<b>3 points</b>	
No Relevant Qualification	<b>0</b>	
<b>Relevant Experience (7)</b>		
5 Years' Experience	<b>7 points</b>	
Less than 5 years' Experience	<b>0</b>	
Total Evaluation Score	100	
Minimum passing score	70%	

**Evaluation performed by:**

Weakness	
Strengths	
Name	
Signature	
Date	

**Annexure C: CV Format**  
**CURRICULUM VITAE max 3 pages**

**Proposed role in the project:**

- 35 Family name:
- 36 First names:
- 37 Date of birth:
- 38 Nationality:
- 39 Civil status:
- 40 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			

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

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

**10 Present position:**

**11 Years within the firm:**

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

**13. Professional Experience**

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

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



**Annexure D: Statement of Exclusivity and availability**

Statement of exclusivity and availability

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

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

From	To

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

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

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**ANNEXURE: E**  
**Board Resolution**

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**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**