



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 10 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 PROVIDE SECRETARIAT SERVICES FOR THE KWAZULU-NATAL ECONOMIC COUNCIL**

Collection of Bid Documents

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

COMPULSORY Briefing Session (APPLICABLE)

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>217 BURGER STREET PIETERMARIZBURG 3201</u>	<u>16 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: sthabile.khuzwayo@kznedtea.gov.za

Closing Date: 05 September 2023

The closing time for receipt of Tenders is 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB: Kindly Please also submit copies of proposal in a flash drive.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
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PART A: INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 10 EDTEA 2023/2024	CLOSING DATE:	05 SEPTEMBER 2023	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECRETARIAT SERVICES FOR THE KWAZULU-NATAL ECONOMIC COUNCIL				
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	Sthabile Khuzwayo		CONTACT PERSON	Zuzile Jali	
TELEPHONE NUMBER	033 264 2864 /083 823 9781		TELEPHONE NUMBER	063 505 4968	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sthabile.khuzwayo@kznedtea.gov.za		E-MAIL ADDRESS	Zuzile.Jali@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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

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

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
Section C	Special Instructions regarding completion of bid	Read only					
Section D	Registration on Central Suppliers Database	Read Only					
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section F	Pricing Schedule (SBD 3)	Yes	Yes				
Section G	Bid Offer	Yes	Yes				
Section H	Bidder's disclosure form (SBD4)	Yes	Yes				
Section I	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022			Yes			
Section J	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section K	Official Briefing session form	Yes	Yes				
Section L	Special Conditions of Contract						
Section M	General Conditions of Contract	Read only					
Section N	Authority to Sign a BID						
	Provide resolution letter for the relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by 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
	authorised representatives of the enterprises						
Section O	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						
Annexure E	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
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 ZNT 10 EDTEA 2023/2024
Closing Time 11:00	Closing date: 05 September 2023

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

Item No.	Description of Service	Price per annum
1	Project Inception	
2	Consultation on policy and strategy matters such as social compacts	
2	Administration and facilitation of meetings 3 x Full Council Meetings 6 x Convenors Meetings 1 x Council Roundtable 1x Council Roadshow	
4	Oversight and support to task teams for action work group meetings	
5	Administration and preparations and management of 1 day Economic Summit	
6	Printing and packaging of documents for required meetings	
7	Compilation of Annual Report Booklet to be presented at the annual Economic summit	
8	3 quarterly reports per annum	
9	Annual Close Out Report	
10	Other	
Total amount(excluding Vat		R
Vat at 15% (for Vat Vendor)		R
Grand total (Bid Price in RSA Currency with all applicable taxes included		R

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

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

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

*Delete if not applicable

SECTION H: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 10 EDTEA 2023/24

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....

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

SECTION I: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Africans	20	
Total	20	

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.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

OWNERSHIP DEMOGRAPHIC SCHEDULE

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

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

SECTION 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 10 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>
217 BURGER STREET PIETERMARIZBURG 3201	16 August 2023	10h00 am

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 O. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA	YES	NO	REMARKS
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	BID OFFER	X	
SECTION H	BIDDER'S DISCLOSURE (SBD 4)	X	
SECTION I	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X	
SECTION J	QUESTIONNAIRES REPLIES	X	
SECTION K	BRIEFING SESSION	X	Applicable
SECTION L	SPECIAL CONDITIONS OF CONTRACT	X	
SECTION M	GENERAL CONDITIONS OF CONTRACT		Read only
SECTION N	AUTHORITY TO SIGN THE BID	X	
SECTION O	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 60% 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 results in non -allocation of preference points.

Specific goals	Documents required to determine specific goals respectively
Preference Goal 1- HDI	
Africans	Completed ownership demographic form, CIPC Certificate 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

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 those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 1.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 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
 - a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy

handling facilities at all points in transit.

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

7. Delivery and documents

- 7.1 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.
- 7.2 Documents to be submitted by the supplier are specified in SCC.

8. Insurance

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

9. Transportation

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

10. Incidental Services

- 10.1 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.
- 10.2 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.

11. Spare parts

- 11.1 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.

12. Warranty

- 12.1 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.

- 12.2 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.
- 12.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 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.
- 12.5 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.

13. Payment

- 13.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 13.2 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.
- 13.3 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.
- 13.4 Payment will be made in Rand unless otherwise stipulated in SCC.

14. Prices

- 14.1 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.

15. Contract amendments

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

16. Assignment

- 16.1 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.

17. Subcontracts

- 17.1 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.

18. Delays in the supplier's performance

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

- 18.5 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.
- 18.6 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.

19. Penalties

- 19.1 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.

20. Termination for default

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 20.7 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.

21. Anti-dumping and countervailing duties and rights

- 21.1 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.

22. Force Majeure

- 22.1 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.
- 22.2 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.

23. Termination for insolvency

- 23.1 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.

24. Settlement of Disputes

- 24.1 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.
- 24.2 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.
- 24.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 24.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 24.5 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.

25. Limitation of liability

- 25.1 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.

26. Governing language

26.1 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.

27. Applicable law

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

28. Notices

28.1 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

28.2 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.

29. Taxes and duties

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

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

29.3 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.

30. National Industrial Participation (NIP) Programme

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

31. Prohibition of Restrictive practices

31.1 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).

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

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

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

SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original bid documentation.

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

SIGNATURE OF BIDDER:

DATE:

Initials: _____

Annexure A: Terms of Reference/ Specifications

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

1. Definitions of Acronyms/Glossary

CV	Curriculum Vitae
EC	Economic Council
EDTEA	Department of Economic Development Tourism and Environmental Affairs
GDP	Gross Domestic Product
KZN EC	KwaZulu-Natal Economic Council
PSC	Project Steering Committee
SLA	Service Level Agreement
SP	Service Provider
SCM	Supply Chain Management
TOR	Terms of Reference

2. Departmental and Programme Overview

The KZN Economic Council was formally launched by the KZN Economic Development, Tourism and Environmental Affairs department in 2009 as a response to the 2008/9 global recession. Since then the KZN EC has sought to be a platform for the contribution of all partners in rebuilding the provincial economy.

More recently the achievements of the KZN Economic Council include, the inclusion of all partners (business, labour, community and government) in efforts to restructure the economy and ensure economic growth for the Province. Having been negatively affected by Covid-19 pandemic, July 2021 Civil Unrest and April and May 2022 KZN Floods the provincial government has developed a Provincial Reconstruction and Transformation Plan. Secondly the KZN EC has been a key driver in the development of social compacts as championed by the departments of KZN EDTEA and KZN Cooperative Governance and Traditional Affairs and supported Secretariat of the KZN EC.

The KZN EC is chaired by the MEC of Economic Development, Tourism and Environmental, who is supported by the Conveners which represent each social partner.

The role of the secretariat is critical in ensuring that this work continues with all partners remaining committed and monitoring and evaluation taking place to ensure meaningful change and impact.

PROGRAMME OVERVIEW

The KwaZulu-Natal (KZN) Department of Economic Development, Tourism and Environmental Affairs' (EDTEA) strategic plan is centred on the stimulation, support, and promotion of an inclusive and sustainable economic development at a provincial and local level, to stimulate economic growth through the promotion of trade and investment in priority economic sectors and the implementation of strategic initiatives to advance industrial development. A key part in driving growth going forward will be through robust social partnerships championed within this programme. The Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is legislatively mandated to champion and promote sustainable economic growth in the province of KwaZulu-Natal (KZN).

The objective of the Trade and Investment Promotions sub-programmes is to facilitate trade promotion and to attract investment into the KZN province by addressing issues of the diversification of KZN exports, enhancing the provinces' global competitiveness, decentralization of trade and investment in KZN to incorporate the historically marginalized areas into the mainstream economy, and broaden trade within the African continent and beyond.

3. Purpose of the TOR

The overall purpose of this terms of reference is to solicit the services of an independent and impartial Service Provider to manage and provide secretariat services for the KwaZulu-Natal Economic Council as well as manage the highly sensitive and delicate relations between all the social partners. This role performed by the Secretariat seeks to support the advocacy role which informs the work of the KZN Economic Council.

4. Project Objectives

- Inception Report
- Consultation on policy and strategy matters
- Collaboration around economic programmes, projects or interventions
- Implementation and Monitoring & Evaluation of programmes and projects
- Close out report

4.1 Key Output

The following output and deliverables will be expected for the duration of the project contract period:

Deliverable	
i.	1 Project inception report with work plan
ii.	12 Quarterly Progress reports
iii.	Project related material, documents, reports and supporting evidence
iv.	Agendas and Minutes of all KZN EC meetings
v.	1 Annual Close Out Report
vi.	3 KZN Economic Council Annual Reports

5 Scope of Work

1. SCOPE OF WORK

5.1 Specific Activities and Outputs

The following activities are expected in order to meet the objectives of this initiative:

5.1.1 Inception report

- i. Project set-up and preparation of the inception report detailing all deliverables including a work plan of activities to be achieved during the contract period.
- ii. Service provider required to commence by drafting the inception report detailing the overall approach and expected timeframes in which each of the project activities will be completed including associate.
- iii. The inception report will serve as a discussion document and will be the basis upon which the detailed approach to the project is agreed.
- iv. The inception report is an interim deliverable that is expected to be completed in two weeks from the date of appointment of the service provider.

5.1.2 Consultation on Policy and Strategy Matters

- i. Joint commissioning of new research which is required for key information on economic development that may not be covered under existing research or information management programmes. The Secretariat will also research and work on new chapters of the evolving social accord. The new areas will form part of the possible agreement-making areas by the social partners.

5.1.3 Collaboration around economic programmes, projects or interventions

- ii. The Secretariat will coordinate the implementation of the social compacts and facilitate the signing of new district social compacts.
- iii. The secretariat will also be responsible to manage the tasks teams which have been set up for action working groups and assist the chairs of these coordinate meetings and ensure reporting back to the KZN EC (Chairs are represented by managers within EDTEA and business).
- iv. The Secretariat is to develop an annual KZN Economic Council Planner Calendar.
- v. The Secretariat will be required to deliver on a minimum of the following meetings annually, managing the agenda, minute taking and logistics thereto:
 - staging 1 KZN Economic Summit,
 - convening 3 Full Economic Council Meetings,
 - convening 6 KZN Economic Council Convenors Meetings,
 - hosting 1 KZN Economic Council Roundtable,
 - hosting 1 KZN Economic Council Roadshow,
 - host or convene other meetings as required for implementation and for KZN Economic Council operations.
- ii. Printing, binding, packaging & distribution of KZN EC related material required for meetings and operations.
In addition to this the Secretariat will be required to produce the following:
- iii. KZN Economic Council Annual Report booklets in A5 to be presented at the annual KZN Economic Summit. Secretariat will be required to consolidate the content from task team inputs and reports, create the design of the booklets as well.

The Department will provide the following to support the work of the KZN Economic Council Secretariat

- vi. A venue for the KZN Economic Summit will be secured by the department which will be a conferencing facility.
- vii. The KZN Full Economic Council meeting venues will be provided by Government,
- viii. The KZN Full Economic Council Convenors' meeting venues will also be provided by Government.
The Secretariat will be required to oversee the logistics as well as provide event management and administrative services at all KZN Economic Council Roadshows, Roundtables and KZN Economic Summit events. They will also be required to conceptualise the events and to identify the areas where the Roadshow and Roundtable will take place.

5.1.4 Implementation and Monitoring & Evaluation

- i. The Secretariat will oversee the implementation, and monitoring & evaluation of programmes and projects, reporting to the EDTEA Steering Committee.
- ii. Table quarterly progress reports regarding implementation and overall KZN Economic Council operations to the EDTEA Steering Committee.
- iii. Table reports at KZN Economic Council Convenors' and Full KZN Economic Council meetings.
- iv. Ensure the proper treatment of sensitive information and data, and manage the Council stakeholder relations.

5.1.5 Close out report

- i. Submit an Annual Project Close Out Report outlining all project deliverables from inception

6 Duration and Phasing

The duration of this contract is for 36 months from the date of appointment and signing of the service level agreement (SLA).

7 Team Composition

The proposal must provide a detailed description of the Team composition (profile of the skills and competences), as well as Key Experts. CV's of all team members should be submitted in the attached format (Annexure C). A Company and or Consortium profile must be provided detailing previous work history and experience.

Consultants appointed to undertake this project should demonstrate the following key competencies:

- i. Project Management
- ii. Report writing
- iii. Presentation and facilitation
- iv. Communication, negotiation and conflict resolution
- v. Understanding of KZN political and economic climate
- vi. Thorough knowledge of social partners (government, organised labour, business and civil society) and skills to manage these stake holder relations
- vii. Organisational development

7.1 Key Expert 1: Team Leader/ Project Manager:

The Team Leader will be responsible for the overall management of the project and ensure that all project deliverables are achieved.

- Should possess a minimum of Bachelor Degree, preferably in Economics, Business, Development Economics, or Project Management. (NQF Level 7).
- A post graduate qualification will be an added advantage
- The Team Leader should have a proven track record of dealing with high level economic issues as well as dealing and negotiating with senior representatives from the government, business, labour and civil society constituencies.
- He/She should have intrinsic knowledge of the KwaZulu-Natal economic and political landscape and fully understand the role of the KZN Economic Council.
- Should possess advanced project management skills including planning, coordination, organising and exceptional communication skills.
- Good in report writing and presentation skills.
- Minimum of 5 years' experience in stakeholder management.

7.2 Project Administrator

The Project Administrator will be responsible for supporting the Team Leader and will be expected to execute the following functions:

- report writing and presentation skills
- project management and coordination
- logistics for meetings and events or workshops held
- marketing and public relations
- communication and general secretarial support

The Project Administrator should have at least 3 years of demonstrated experience in performing similar functions.

- Should possess a minimum of a 3-year national Diploma, preferably in Economics, Business, Project Management, Administration or equivalent.
- Should possess advanced project management skills including planning, coordination, organising and exceptional communication skills.
- Good in report writing and presentation skills.

- Understanding of the KZN economic and political landscape.

The two key experts that will be responsible for secretariat will be required to have additional staff to support them to undertake the work required over the 36 month period. Bidders are expected to indicate their staff complements in their proposals in order for capacity to be ascertained.

7.3 The Structure and Composition of the Team:

The structure and composition of the team, must clearly outline the main disciplines/ specialist of the project and the key personnel responsible for each speciality.

Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.

7.4 CV's of Key Personnel:

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

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

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

ENTERPRISE EXPERIENCE

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

To validate experience indicated hereunder, bidders must provide a minimum of 3 reference letters from previous clients. The reference letters should be signed and list a brief on the previous project, the duration, contract value and contact details of the person responsible.

The bidders are required to complete the following table:

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

8 REPORTING REQUIREMENTS

The service provider will liaise with the Deputy Director: Trade and Industry Development of the KZN Department of Economic Development, Tourism and Environmental Affairs (EDTEA): Tel. 033 264 2505 Email: Zuzile.Jali@kznedtea.gov.za

- The service provider is to submit all research material in a concise report to the Director: Trade and Investment Promotions; KZN Provincial Department of Economic Development Tourism and Environmental Affairs: South Africa
- The service provider must be available to present results of the study to the Department as and when requested.

The Trade and Investment Promotions Unit will evaluate each phase before any payment is approved. The final report should be presented to the Acting Deputy Director General: Trade, Sector and Tourism Development Services. All meetings are to be arranged by the service provider who is expected to keep the record of such meetings and to deliver the record of meetings within two weeks of it having taken place. These meetings will be held at the venues agreed upon between the service provider and the Department of Economic Development, Tourism and Environmental Affairs.

At the discretion of the Department of Economic Development Tourism and Environmental Affairs, unscheduled meetings may be held while the project is in progress and on conclusion of the project with key stakeholders who will be identified by the EDTEA.

9. BID REQUIREMENTS

9.1. Price Breakdown

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

(Insert the budget breakdown

Item No.	Description of Service	Price per annum
1	Project Inception	
2	Consultation on policy and strategy matters such as social compacts	
2	Administration and facilitation of meetings 3 x Full Council Meetings 6 x Convenors Meetings 1 x Council Roundtable 1x Council Roadshow	
4	Oversight and support to task teams for action work group meetings	
5	Administration and preparations and management of 1 day Economic Summit	
6	Printing and packaging of documents for required meetings	
7	Compilation of Annual Report Booklet to be presented at the annual Economic summit	
8	3 quarterly reports per annum	
9	Annual Close Out Report	
10	Other	
Total amount(excluding Vat		R
Vat (for Vat Vendor)		R

Grand Total	R
-------------	---

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

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	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
Authority to Sign a Bid: COMPANIES	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>

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

Due to the nature of the work required for this programme sub-contracting of any work will not be allowed.

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 **60%** of the total points outlined in the Evaluation Grid.

10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
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1	Understanding of assignment, methodology and Approach and company resource capacity	Service provider is required to describe in detail their understanding of the terms of reference. Service provider should set out a concise plan of approach, methodology and organization of achieving the intended service. This should also set out the standard operating procedures, supervision and quality controls and roles and responsibility of key staff. A company organogram demonstrating company capacity to support the experts in carrying out the work required should also be submitted.	30
2	Company experience in similar projects	The bidding company must have a track recording of conducting projects of a similar nature. A minimum 3 reference letters is required from previous clients on their respective letterheads, with project details, contraction duration and project value and contact details of person responsible.	20
4	Key Experts Qualifications, experiences	<p>Team Leader</p> <ul style="list-style-type: none"> • Should possess a minimum of a Bachelor Degree, preferably in Economics, Business, Development Economics, or Project Management. • The Team Leader should have a proven track record of dealing with high level economic issues as well as dealing and negotiating with senior representatives from the government, business, labour and civil society constituencies. • He/She should have intrinsic knowledge of the KwaZulu-Natal economic and political landscape and fully understand the role of the KZN Economic Council. • Should possess advanced project management skills including planning, coordination, organising and exceptional communication skills. • Good in report writing and presentation skills. • Minimum of 2 years' experience in stakeholder management. <p>The Project Administrator should have at least 3 years of demonstrated experience in performing similar functions.</p> <ul style="list-style-type: none"> • Should possess a minimum of a 3 year National Diploma, preferably in Economics, Business, Project Management, Administration or equivalent. • Should possess advanced project management skills including planning, coordination, organising and exceptional communication skills. • Good in report writing and presentation skills. • Understanding of the KZN economic and political landscape. 	50

10.3 Phase 3: Price and Preference

Bidders who obtained a minimum qualifying score of **60%** 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.

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.

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
Preference Goal 1- HDI		
Africans	20	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1

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.

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.

11. DURATION AND PHASING

The project shall be implemented 36 months after the appointment of a Service Provider, and of signing a Service Level Agreement (SLA).

12. FINANCIAL ALLOCATIONS

The funds for the implementation of the project will be allocated and availed by EDTEA based on the proposal and disbursed in line with the agreed on and approved project deliverables.

13. COMMUNICATION

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

Technical Enquiries: Ms. Zuzile Pumla Jali

Contact Number : 063 505 4968

Email : Zuzile.Jali@kznedtea.gov.za

SCM Enquiries : Ms. Sthabile Khuzwayo

Email : sthabile.khuzwayo@kznedtea.gov.za

Annexure B: EVALUATION GRID

Name of project	Points	Maximum	Initial assessment
Understanding of assignment, Methodology & approach, and company resource capacity		(30)	
Understanding of Assignment		10	
Very good: A unique proposal that is strongly aligned to and identifiable with the project. It identifies and deals well with all the brief criteria and has the potential to leave a broader legacy.	10		
Good: The proposal clearly demonstrates an understanding of the project's brief. All key components are adequately addressed. It reflects sufficient detail and vision for it to be distinctive.	8		
Satisfactory understanding of assignment: The brief is well understood, clearly articulated, and key components are adequately addressed. The proposal reflects necessary concepts but has insufficient detail for it to be distinctive.	6		
Poor: The proposal shows limited understanding of the brief and project, has not adequately dealt with the key challenges.	4		
No submission	0		
Methodology and Approach		10	
Proposed Recruitment, Project Methodology & Placement			
Very good: Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of the state-of -the art approaches. The methodology is comprehensive.	10		
Good; The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to manage risk etc. is specifically tailored to the critical characteristics of the project. The methodology is reasonable. Creativity in approach comes through strongly.	8		
Satisfactory- The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is managed is too generic.	6		

Poor The technical approach and the methodology is poor/ is unlikely to satisfy the project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of it. The methodology is unacceptable.	4		
No methodology = 0	0		
Company Capability and Resources identified in an organogram		(10)	
Very good: Besides meeting the “good” rating, the company demonstrates ample internal capacity that would lead to all deliverables required being submitted on time and on budget.	10		
Good; The company organogram demonstrates that it is sufficiently resourced for the work required for a 3-year period.	9		
Satisfactory; The company demonstrates that it has resources for the work required for a 3-year period to support the key experts.	6		
Poor The organogram is poor/ is unlikely to satisfy the project objectives or requirements. The organogram presented is unacceptable.	4		
No organogram	0		
Company Experience in similar projects		20	
Company experience (provide at least 3 reference letters of previous work done in stakeholder management, advocacy and coordination projects in economic development) Does the company have relevant and sufficient experience, capacity and expertise in projects of similar nature and scale?		(20)	
More than 7 projects Very good – The tenderer has outstanding experience in projects of similar nature and has taken many such projects. Key personnel allocated to the project have extensive and outstanding relevant experience.	20		
4 to 6 projects Good) – The tenderer has extensive experience in projects of similar nature and has directly undertaken similar projects. The key personnel allocated have extensive relevant experience.	18		
3 projects Satisfactory– The tenderer has relevant experience in projects of similar nature but has not directly undertaken a project of this magnitude. Key personnel allocated to the project have reasonable relevant experience	12		
Less than 3 projects Poor – The team has limited relevant experience in projects of similar nature and has not taken a project of this magnitude. The proposed team is weak in important areas and is unlikely to deliver within the specified time frames. less than 2 projects of a similar nature.	8		

No submission	0		
Project Team/Key Experts: Experience and Qualifications		(50)	
Key Expert 1: Team Leader		(30)	
Qualifications in Project Management		20	
Post Graduate Qualification in Economics/ Development Economics/Local Economic Development/ Project Management will be an added advantage	20		
Bachelors Degree in Economics/ Development Economics/Local Economic Development/ Project Management (NQF Level 7).	12		
No Qualification or experience in any of the above fields = 0 point	0		
Specific, general, and professional experience related to the role expected in the project		10	
Very good 10+ years of experience	10		
Good 6 to 9 years' experience	8		
Satisfactory 5 - years' experience	6		
Poor 2 to 4 years' experience	4		
0 – 2 years of experience	0		
Project Administrator		20	
Qualification		10	
Post graduate Qualification in Economics, Business, Project Management, Administration or equivalent.	10		
Bachelors Degree in Economics, Business, Project Management, Administration or equivalent (NQF Level 7).	8		
3 Year National Diploma in Economics, Business, Project Management, Administration or equivalent = 5 points	6		
No qualifications	0		
Specific, general, and professional experience related to the role expected in the project		10	

+ 6 years of experience	10		
3+ 5 years' experience	6		
less than 3 years' experience	0		
Total Evaluation Score	100		
Minimum passing score	60%		

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure C: CV Format
CURRICULUM VITAE max 3 pages

Proposed role in the project:

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

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

10. Language skills: Indicate competence on a scale of 1 to 5 (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.

Name	
Signature	
Date	

ANNEXURE: E
Board Resolution

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

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

AT (Address) _____

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

Specimen Signature of Authorised Signatory:

(Signature)

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

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

COMPANY STAMP