



**cooperative
governance**

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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Beneficiary	MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)
Project Name	APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER TO DELIVER PLACE MARKETING, BRANDING AND INVESTMENT PROMOTION FOR THE EASTERN SEABOARD DEVELOPMENT AS PER GIVEN TERMS OF REFERENCE
Reference No.	MISA/IDMS/ESD/MBI/014/2022/23
Contact Person	Ms Lumka Tyikwe
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1 INVITATION

The Municipal Infrastructure Support Agent (MISA) invites a suitable and professional Service Provider with the necessary experience to render overall Place marketing, Branding and Investment promotion services for its flagship project known as the Eastern Seaboard Development for a period of 36 months.

2 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract will be the General Condition of Contract issued in accordance with Treasury Regulation 18A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). *(Attached as ANNEXURE B)*

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3 SERVICE LEVEL AGREEMENT

After the appointment of the successful tenderer and before commencement of this project, the service provider shall enter into Service Level Agreement (SLA) with the employer. This agreement will be drafted by the legal department of the employer and will be used to administer the execution of this project in its entirety.

4 DURATION

The bidder is required to render the above-mentioned services to MISA for a period of 36 months.

5 INTRODUCTION

"I dream of a South Africa where the first entirely new city built in the democratic era rises, with skyscrapers, schools, universities, hospitals and factories. This is a dream we can all share and participate in building. We have not built a new city in 25 years of democracy."

1. His Excellency, The President of the Republic of South Africa, President Cyril Ramaphosa's dream inspired the National House of Traditional & Khoi-San Leaders (NHTKL) to develop and launch the Invest Rural Masterplan (IRM), which is to give particular attention to rural development and envisioned "an Africa where rural people live with dignity and pride, working towards prosperity and have hope for the future". A Masterplan was developed, alongside

related provincial and local plans that seek to refocus society's attention on rural areas, transforming rural challenges into investable opportunities and working together with rural communities to ensure their full participation in the economy.

2. The focused rural development agenda follows the District Development Model (DDM) launched in September 2019 at Ingquza Hill Local Municipality in Lusikisiki under the O.R Tambo District Municipality by the President Cyril Ramaphosa and Minister of Cooperative Governance and Traditional Affairs (COGTA)- Dr Nkosazana Dlamini Zuma whose objectives are to;

- a) Solve horizontal & vertical silos and narrow the distance between people and government;
- b) Deliver Integrated Services and Monitoring & Evaluation;
- c) Institute budgets & programmes that are based on researched community needs, target financial inclusiveness of designated groups, and gender-responsive;
- d) Ensure Youth empowerment and maximisation of socio economic impact;
- e) Facilitate, Boost Local Economic Development and Inculcate Long-range Planning.
- f) Foster sustainable development, accelerate initiatives to promote zero hunger, poverty eradication, employment and equality;

The DDM culminated in an accelerated, focused development initiative called the Eastern Seaboard Development, consisting of 4 District Municipalities (O.R Tambo; Alfred Nzo; Harry Gwala, and Ugu) with 17 Local Municipalities in the Eastern Cape and Kwa-Zulu Natal. It is counted as one of the poorest of regions in South Africa, with the highest unemployment rate (83.6% of people living below the upper poverty line).

RECAPPING DISTRICT DEVELOPMENT MODEL OBJECTIVE



- ✓ Solve horizontal & vertical Silos
- ✓ Narrow distance between people and government
- ✓ Deliver Integrated Services and M&E
- ✓ Budgets & programmes based on community needs, inclusive & gender-responsive
- ✓ Youth empowerment
- ✓ Maximising impact
- ✓ Facilitate for Local Economic Development
- ✓ Sustainable development, accelerate initiatives to promote zero hunger, poverty eradication, employment & equality
- ✓ Inculcate Long-range Planning

- ## 6 BACKGROUND

SUMMARY OVERVIEW OF THE RATIONALE



The above depicted Eastern Seaboard Region covers the geographic area of the provinces of the Eastern Cape and KwaZulu Natal. It incorporates the four Districts and seventeen Local Municipalities highlighted in Table 1 below:

EASTERN CAPE PROVINCE		KWA-ZULU NATAL PROVINCE	
O.R TAMBO DISTRICT MUNICIPALITY		HARRY GWALA DISTRICT MUNICIPALITY	
1. Ingquza Hill Local Municipality		1. Dr. Nkosazana Dlamini-Zuma Local Municipality	
2. Port St John's Local Municipality		2. Greater Kokstad Local Municipality	
3. Nyandeni Local Municipality		3. Ubuhlebezwe Local Municipality	
4. Mhlontlo Local Municipality		4. Umzimkhulu Local Municipality	
5. King Sabata Dalindyebo Local Municipality			
ALFRED NZO DISTRICT MUNICIPALITY		UGU DISTRICT MUNICIPALITY	
1. Matatiele Local Municipality		1. Ray Nkonyeni Local Municipality	
2. Umzimvubu Local Municipality		2. Umdoni Local Municipality	
3. Mbizana Local Municipality		3. Umzumbi Local Municipality	
4. Ntabankulu Local Municipality		4. Umziwabantu Local Municipality	

7 PROJECT OBJECTIVES

1. The primary objective is to position the Eastern Seaboard Development as a development that can yield substantial and sustainable returns on investment;
2. To promote the Eastern Seaboard Development in order to attract local and international investors;
3. To give the Eastern Seaboard Development an identity and presence locally and globally;
4. To identify, attract and appeal to all stakeholders that will work with and benefit from the eastern seaboard development;
5. To create an understanding locally and internationally about the eastern seaboard development's existence, purpose and objectives;
6. To market the Eastern Seaboard Development to all stakeholders, and the international market;
7. To translate from policy into practice the District Development Model, utilising marketing, promotion and investment promotion techniques; and
8. Promote and market the smart city concept as the backbone of the eastern seaboard development.

8 EXPENSES AND REIMBURSABLE COSTS

The successful bidder will be paid expenses and costs as per the table below.

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
Accommodation where the services necessitates that staff identified in this document under Evaluation Schedule 2 to be accommodated in the respective Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i>	Cost limited to R 1 400 per person per day including Dinner, bed and breakfast.
Vehicle travel to, from and within identified Municipality to perform the services authorised by the <i>Employer</i> . <i>Travel will be paid within radius of 100 kms locally within ESD project area and 250 kms outside Seaboard project area (For Staff Identified in Part 2 of the Contract Data)</i>	In accordance with the latest Rates Department of Transport.

9 SCOPE OF WORK

9.1 Overview of the scope of work

The overview of the Scope of work entails the appointment of a service provider to render overall Place marketing, Branding and Investment promotion services for its flagship project known as the Eastern Seaboard Development. Included is the following;

9.2 Extend of the scope of work

The extend of the scope of work entails the following as a minimum. The employer reserves the right to alter the extend of the scope when necessary;

1. The service provider will be expected to develop and implement a comprehensive Place Marketing, Branding and investment strategy targeting local and International clients/investors.
2. Develop a profile demonstrating understanding of key target audience project
3. Develop a digital marketing strategy and implementation thereof
4. Develop and implement a detailed investment/fund mobilisation strategy which will draw interest from both private and public partners and encourage investment into the development of the city.
5. Conduct investment drives by undertaking the below listed activities
 - 5.1. Develop an investment book(profile) for the region;
 - 5.2. Organise investor engagement sessions; and

5.3. Investment conferences once a year

- 6. Develop and implement a crisis management communication plan as necessary.**
- 7. Develop and implement a media engagement plan which will include media monitoring**
- 8. To review research results with the with respect to stakeholder analysis, stakeholder segmentation audits and outcomes.**
- 9. Preparation and implementation of detailed stakeholder engagement plan (targeting both internal and external stakeholders) which will clearly outline and segment stakeholders to enable the development of target audience focused messages.**
- 10. Facilitate and implement stakeholder engagement forums which will include:**
 - 10.1. Consultative workshops;**
 - 10.2. Outreach programmes to schools and communities including career expos, dialogues and school competitions; and**
 - 10.3. Facilitate and organise Conferences and other events that may be identified.**
- 11. Develop a clear branding and Corporate Identity plan to enable brand positioning of the Eastern Seaboard by using third party endorsements and champions.**
- 12. Trademark registration of the existing logo.**
- 13. Manage (in full) and update the current Eastern Seaboard RSDf website (www.easternseaboard.gov.za). All login access and details, for further development and designing of the website, will be provided by MISA which will provide administrator/webmaster services of the website.**
- 14. Amend the website and implement add-ons as per key stakeholder's request.**
- 15. Update of the Geographic Information Systems (GIS) functionality on the Eastern Seaboard Development website as per the project progress**
- 16. Develop content, and additional design elements (in line with the current Eastern Seaboard look & feel) specifically focused on the overall Eastern Seaboard project i.e. add tabs that provide readers with more information about the investment opportunities of the Eastern Seaboard and undertake necessary enhancements according to industry trends and patterns.**
- 17. Undertake improvements and update of the current website for MISA (www.misa.gov.za) in line with industry norms and current patterns on ESB.**
- 18. Soliciting and packaging of content for the different platforms e.g. pamphlets, newsletters, and others with the aim of profiling the endowments, investment opportunities, developments and milestones of the project.**
- 19. Management of Social Media presence/ accounts of the ESD, which will include solicitation of information, development of visuals, graphics and illustrations to ensure growth.**
- 20. High resolution photography, videography (which includes script development, shooting and editing) static and dynamic graphic design services.**

21. Review current promotional material (existing video and images) and enhance.
22. Layout, design and printing of branding items.
23. 3D 360-degree design of the visual illustration of the city which will be applied on the website and stationery.
24. Implementation of an Internal Communication plan to promote advocacy, buy in and support.
25. Implementation of government wide Internal Communication plan to promote advocacy, buy in and support.
26. Develop standardized reporting and presentation templates for all workstreams
27. Corporate Identity application of the Eastern Seaboard Development logo across all products and stationery.
28. Undertake insights, analytics and report development to measure the success and effectiveness of investment promotions and marketing of the Eastern Seaboard Development.
29. The appointed Service Provider will guide the Communications sub directorate with respect to strategy, creative and innovative developments by applying industry best practice.

10 PROJECT STAGES AND DELIVERABLES

The successful service provider is expected to deliver the scope of work as per the following stages and associated deliverables. The Tenderer has to quote prices against each stage and deliverable as indicated in the pricing schedule covering all services as deemed required for the successful completion of each of all stages.

Hereunder is the project stages and associated deliverables.

10.1 Stage 1: Inception and Initiation

Defined as:

- a) Establishment of the client requirements and preferences, assess user needs and options,
- b) Appointment of necessary sub -consultants required to complete this project.
- c) Confirmation the scope of work including project objectives, priorities, constraints, assumptions aspirations and strategies.
- d) Development of a workplan describing the methodology and outline a draft table of contents for the final report.
- e) Development of Project Implementation Plan including Cash flow projections.
- f) The Inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the project.

Expected Deliverables – Stage 1: Initiation and Inception

Complete Inception and Initiation report including but not limited to;

- a) Client requirements and preferences, assess user needs and options,
- b) List of necessary sub-consultants to be appointed including related costs required to complete this project.
- c) Confirmed the scope of work including project objectives, priorities, constraints, assumptions aspirations and strategies.
- d) Workplan describing the methodology and outline a draft table of contents for the final report.
- e) Project Implementation Plan covering all stages of implementation including Cash flow projections.
- f) Details of all stakeholders/industry participants that shall be consulted for execution of the project.

10.2 Stage 2: Situational Analysis

Defined As;

- a) Conduct environmental scanning and produce a concise report which will guide the development of messages and suitable communication channels that are best suitable for each group
- b) Conduct a desktop socio-economic dynamic analyses of the project area
- c) Conduct stakeholder segmentation according to Living Standard Measures (LSM)
- d) Identify investment opportunities and develop investment book
- e) Undertake and compile a SWOT analysis to ensure successful profiling and investment opportunities of the ESD

Expected Deliverables

Complete Situational Analyses report including but not limited to;

- a) Environmental scanning report and a concise report which will guide the development of messages and suitable communication channels that are best suitable for each group
- b) Socio-economic dynamic analyses report.
- c) Conduct stakeholder segmentation Report according to Living Standard Measures (LSM)
- d) Identified investment opportunities and develop investment book
- e) SWOT analysis to ensure successful profiling and investment opportunities of the ESD

10.3 Stage 3 - Stakeholder Management and Communication

Defined as;

1. To review research results with the with respect to stakeholder analysis, stakeholder segmentation audits and outcomes.
2. Preparation and Implementation of detailed stakeholder engagement plan (targeting both Internal and external stakeholders) which will clearly outline and segment stakeholders to enable the development of target audience focused messages.
3. Facilitate and Implement stakeholder engagement forums which will include:
 - 3.1. Consultative workshops;
 - 3.2. Outreach programmes to schools and communities including career expos, dialogues and school competitions; and
 - 3.3. Facilitate and organise Conferences and other events that may be identified.
4. Development and Implementation of an Internal Communication plan to promote advocacy, buy in and support.
5. Develop and Implement a crisis management communication plan as necessary.
6. Develop and Implement government wide Internal Communication plan to promote advocacy, buy in and support

Expected Deliverables;

Complete Stakeholder and communication plan and Implementation thereof including but not limited to the following;

1. Reviewed research results with the with respect to stakeholder analysis, stakeholder segmentation audits and outcomes.
2. Detailed stakeholder engagement plan (targeting both Internal and external stakeholders) which will clearly outline and segment stakeholders to enable the development of target audience focused messages.
3. List of Facilitated and Implemented stakeholder engagement forums which will include:
 - 3.1. Consultative workshops;
 - 3.2. Outreach programmes to schools and communities including career expos, dialogues and school competitions; and
 - 3.3. Conferences and other events that may be identified.
4. Report on the Development and Implementation of an Internal Communication plan to promote advocacy, buy in and support.
5. Report on Development and Implementation of crisis management communication plan as necessary.

6. Developed government wide Internal Communication plan to promote advocacy, buy in and support

10.4 Stage 4: Execution

Defined as;

Development and Implementation of an Innovative Place Marketing, Branding and Investment Promotion Strategy for the Eastern Seaboard Development Including and not limited to the following;

1. Develop and Implement a comprehensive Place Marketing, Branding and Investment strategy.
2. Develop a profile demonstrating understanding of key target audience project
3. Develop a digital marketing strategy and Implementation thereof
4. Develop and Implement a detailed Investment/fund mobilisation strategy which will draw interest from both private and public partners and encourage investment into the development of the city.
5. Conduct investment drives by undertaking the below listed activities
 - 5.1. Develop an investment book(profile) for the region;
 - 5.2. Organise investor engagement sessions; and
 - 5.3. Investment conferences once a year
6. Develop and Implement a media engagement plan which will include media monitoring
7. Develop a clear branding and Corporate Identity plan to enable brand positioning of the Eastern Seaboard by using third party endorsements and champions.
8. Trademark registration of the existing logo.
9. Manage (in full) and update the current Eastern Seaboard RSDF website (www.easternseaboard.gov.za). All login access and details, for further development and designing of the website, will be provided by MISA.
10. Amend the website and Implement add-ons as per key stakeholder's request.
11. Update of the Geographic Information Systems (GIS) functionality on the Eastern Seaboard Development website as per the project progress
12. Develop content, and additional design elements (In line with the current Eastern Seaboard look & feel) specifically focused on the overall Eastern Seaboard project i.e. add tabs that provide readers with more information about the investment opportunities of the Eastern Seaboard and undertake necessary enhancements according to industry trends and patterns.
13. Undertake improvements and update of the current website for MISA (www.misa.gov.za) In line with industry norms and current patterns on ESD

14. Soliciting and packaging of content for the different platforms e.g. pamphlets, newsletters, and others with the aim of profiling the endowments, investment opportunities, developments and milestones of the project.
15. Management of Social Media presence/ accounts of the ESD, which will include solicitation of information, development of visuals, graphics and illustrations to ensure growth..
16. High resolution photography, videographer (which includes script development, shooting and editing) static and dynamic graphic design services.
17. Review current promotional material (existing video and images) and enhance.
18. Layout, design and printing of branding items.
19. 3D 360-degree design of the visual illustration of the city which will be applied on the website and stationery.
20. Develop standardized reporting and presentation templates for all workstreams
21. Corporate Identity application of the Eastern Seaboard Development logo across all products and stationery.
22. Undertake insights, analytics and report development to measure the success and effectiveness of investment promotions and marketing of the Eastern Seaboard Development.
23. The appointed Service Provider will guide the Communications sub directorate with respect to strategy, creative and innovative developments by applying industry best practice.
24. Development of a Well-articulated plan to transfer skills to the team for continuity and successful implementation of developed strategies and plans.
25. Develop a long-term brand strategy for the Eastern Seaboard Development
26. Development of a high-resolution promotional video that will show attractions and endowments found in the area and an architectural model to give a visual idea of what the new smart city will look like. The model will be incorporated on the website and across presentations, communication platforms, and stationery. Some of the preexisting content/ video will be used.
27. Demonstration of in-depth understanding of the brand specifications, Corporate Identity and messages for the Eastern Seaboard Development
28. Implementation of the existing Eastern Seaboard Development brand for familiarity and footprint
29. Full usage of music and footage for which copyright has been granted
30. Billboards advertisements of the Eastern Seaboard Development at strategic areas
31. Develop and implementation of Investment Promotions Initiatives

Expected Deliverables;

Complete Development and Implementation report of an Innovative Place Marketing, Branding and Investment Promotion Strategy for the Eastern Seaboard Development including and not limited to the following;

1. Comprehensive Place Marketing, Branding and Investment strategy.
2. Profile demonstrating understanding of key target audience project
3. Digital marketing strategy and implementation thereof
4. Detailed Investment/fund mobilisation strategy which will draw interest from both private and public partners and encourage investment into the development of the city.
5. Investment drives by undertaking the below listed activities
 - 5.1. Develop an investment book(profile) for the region;
 - 5.2. Organise investor engagement sessions; and
 - 5.3. Investment conferences once a year
6. Media engagement plan which will include media monitoring
7. Branding and Corporate Identity plan to enable brand positioning of the Eastern Seaboard by using third party endorsements and champions.
8. Trademark registration of the existing logo.
9. Manage (in full) and update the current Eastern Seaboard RSDf website (www.easternseaboard.gov.za). All login access and details, for further development and designing of the website, will be provided by MISA.
10. Amendment of the website and implement add-ons as per key stakeholder's request.
11. Update of the Geographic Information Systems (GIS) functionality on the Eastern Seaboard Development website as per the project progress
12. Content, and additional design elements (in line with the current Eastern Seaboard look & feel) specifically focused on the overall Eastern Seaboard project i.e. add tabs that provide readers with more information about the investment opportunities of the Eastern Seaboard and undertake necessary enhancements according to industry trends and patterns.
13. Undertake improvements and update of the current website for MISA (www.misa.gov.za) in line with industry norms and current patterns.
14. Soliciting and packaging of content for the different platforms e.g. pamphlets, newsletters, and others with the aim of profiling the endowments, investment opportunities, developments and milestones of the project.
15. Management of Social Media presence/ accounts of the ESD, which will include solicitation of information, development of visuals, graphics and illustrations to ensure growth..
16. High resolution photography, videography (which includes script development, shooting and editing) static and dynamic graphic design services.

17. Review current promotional material (existing video and images) and enhance.
18. Layout, design and printing of branding items.
19. 3D 360-degree design of the visual illustration of the city which will be applied on the website and stationery.
20. Develop standardized reporting and presentation templates for all workstreams
21. Corporate Identity application of the Eastern Seaboard Development logo across all products and stationary.
22. Undertake Insights, analytics and report development to measure the success and effectiveness of investment promotions and marketing of the Eastern Seaboard Development.
23. The appointed Service Provider will guide the Communications sub directorate with respect to strategy, creative and innovative developments by applying industry best practice.
24. Development of a well-articulated plan to transfer skills to the team for continuity and successful implementation of developed strategies and plans.
25. Develop a long-term brand strategy for the Eastern Seaboard Development
26. Development of a high-resolution promotional video that will show attractions and endowments found in the area and an architectural model to give a visual idea of what the new smart city will look like. The model will be incorporated on the website and across presentations, communication platforms, and stationery. Some of the preexisting content/ video will be used.
27. Demonstration of in-depth understanding of the brand specifications, Corporate Identity and messages for the Eastern Seaboard Development
28. Implementation of the existing Eastern Seaboard Development brand for familiarity and footprint
29. Full usage of music and footage or music and footage for which copyright has been granted
30. Billboards advertisements of the Eastern Seaboard Development at strategic areas
31. Develop and Implementation Investment Promotions

10.5 Stage 5: Monitoring and Evaluation

Defined as;

- a) This stage cut across all project stages and must be undertaken through the project lifecycle.
- b) Development and Implementation of reporting templates for all project stages as per the requirements of the employer as per the approved Project Implementation Plan.
- c) Development and Implementation of standardised reporting and presentation templates to be used by all the workstreams and communication strategy outlining who should report the work of the ESD to the public.

- d) Conduct Monthly and ad hoc project progress report-backs meetings
- e) Development and Implementation of a detailed work plan for the overall assignment demonstrating clear monitoring functions
- f) A concise report clearly outlining sound reasons and recourse in an event where deliverables are not achieved within the agreed time frames.

10.6 Stage 6: Close out and completion

Defined as;

Preparation, submission and approval of a Complete Report on the Development and Implementation of an innovative Place Marketing, Branding and Investment Promotion Strategy for the Eastern Seaboard Development including all reports on deliverables for stage 1 to 4.

Expected Deliverable;

Approved Close-out report on the Development and Implementation of an innovative Place Marketing, Branding and Investment Promotion Strategy for the Eastern Seaboard Development including all reports on deliverables for stage 1 to 4.

11 GENERAL REQUIREMENTS

Amongst others, the following are general requirements of the tenderer;

- a) An understanding of Mpondo and Zulu history, culture, heritage, tradition, and rituals are an essential added advantage;
- b) The ability to communicate fluently in English, IsiXhosa, and IsiZulu will be an added advantage;
- c) An extensive familiarity with the region, its people, its socialisation and formations will be an added advantage;
- d) Excellent Interpersonal and people skills and an ability to communicate with communities and stakeholders on different media platforms;
- e) The resilience to withstand public verbal and emotional abuse from communities, civic organisations and stakeholders;
- f) Extensive understanding of rural structural dynamics and ability to know how to deal with Amakhosi/Traditional Leaders and other rural community structures; and
- g) Ability to manage dissatisfaction and maintain confidence and hope in communities and stakeholders against all odds and challenges.

12 EVALUATION OF TENDERS

12.1 Documents required for evaluation purposes

The following documents are required for evaluation purposes, Tenderers are requested to submit, complete and return all with this tender. Some Returnable are attached as ANNEXURE A

12.1.1 Returnable Required for Submission

- Company Returnable Documentation: Tax Pins, BBBEE Certificates, , Company Profiles, Reference Letters etc.;
- CV's of the Professional Service Provider (PSP) team;
- Qualifications and Professional Registration in a related and relevant field;

12.1.2 Returnable Documents Required for Completion and Submission

Returnable Documents as per attached Annexure A as follows;

- a) SBD 1 - Invitation to Bid
- b) SBD 4 - Declaration on Interest
- c) SBD 6.1 – Preference Points claim form
- d) Samples of generic sector coders sworn affidavits- a. EMES and b. QSES (for tenderers with no B-BBEE certificates sworn affidavit – templates
- e) CSD report Annexure
- f) Tender's certificates Annexure
- g) Resolution for Signatory
- h) Certificate of Joint Ventures

Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications

12.2 Evaluation Criteria

Tenders will be screened to ensure responsiveness to the requirements. MISA may reject any Tenders as non-responsive that does not provide evidence of the specified mandatory requirements. MISA reserves the right to request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals.

Bids are invited on the basis of their proposals and will be evaluated in three stages prequalification, functionality and then price and B-BBEE in accordance with the 80/20 preference points system.

The procedure for the evaluation of tenders is detailed as follows:

Phase 1: Mandatory requirements

Phase 2: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality Points of 70 will then be rejected.

Phase 3: Price and preference (80/20 system)

Phase 1 - Mandatory requirements

Tenderers must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. ***Failure to comply will automatically eliminate the bid for further consideration:***

- a) In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.
- b) Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.
- c) In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.
- d) None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory.
- e) The tender documents issued by MISA are not tampered and remain intact
- f) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.

Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):

- a) The bidder must be registered on the Central Supplier Database (CSD) prior the award
- b) All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- c) Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically result in the non-awarding of points for B-BBEE.

- d) Should the tenderer intend to sub-contract more than 25%, It is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a relevant sector code or Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate.
- e) A valid original or certified copy of relevant B-BBEE Certificate verified by SANAS must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of relevant B-BBEE relevant Sector Codes must be submitted with the tender in order to qualify for preference points for B-BBEE.
- f) Tenderers which are EMEs or QSEs should make use of the attached relevant Sector Codes compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full and have it attested by a commissioner of oaths, signed and dated before submission.

PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:

- a) The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.
- b) The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
- c) A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
- d) Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, it is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.

PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{(P - P_m)}{P_m})$$

The value of value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

The table below must be used to calculate the score out of 20 for B-BBEE.

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, If the Tenderer claims the preferential procurement points

12.3 Functionality requirements

Functionality criteria broken down into sub criteria:

- a) Evaluation Schedule 1 - Company Experience = 40 points
- b) Evaluation Schedule 2 - Experience of Key Personnel = 50 points
- c) Evaluation Schedule 3 - Approach Paper Schedule = 10 points

The above schedules are expanded hereunder;

12.4 Evaluation Schedule 1: Company Experience (40 Points)

Bidders must provide formally written and verifiable customer reference letters on successfully completed Place Marketing, Branding and Investment funding projects. Reference letters should be on client's letterhead, confirming previous/current provision of Place Marketing, Branding and Investment services rendered by the bidder and each reference letter must contain contactable details for verification purposes.

The projects chosen for referencing should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The scoring of tenderer's experience will be as below;

Experience of the tenderer (20 Points)

- a) 5 or more reference letters = 20 points
- b) 4 reference letters = 15 points
- c) 3 reference letters = 10 points
- d) Less than 3 references = 0 points

Highest value (Total Project Value) of a completed single project of the type of projects mentioned above 20 points)

- a) Below R1 Million = 0 points
- b) R 1 Million to below R 2 Million = 10 Points
- c) R 2 Million to below R 4 Million = 15 Points
- d) R 4 Million and above = 20 Points

NB: Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. MISA reserves the right to verify all information presented by the tenderer.

12.5 Evaluation Schedule 2: Experience of The Key Personnel (50 Points)

The experience of all the key personnel will be evaluated in relation to their respective academic qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

CVs of key personnel should be submitted along with the submission referring to this schedule, preferably, in using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel.

The CV including proof of qualifications will be used for the evaluation of each personnel for this section.

The scoring of the personnel will be as below:

- 1) Team Leader = 10 points
- 2) Media Strategist = 5 points
- 3) Events Manager = 5 points
- 4) Development Economist = 5 points
- 5) Creative Writer = 5 points
- 6) Photographer = 5 points
- 7) Graphic Designer = 5 points
- 8) GIS Consultant = 10 points
- Total = 50 points

No	Key Personnel	Points
1	<p><u>Project Team Leader</u></p> <p>Qualification (4 Points)</p> <p>a)</p> <p>b) Honours Degree or higher In Communication, Marketing, Branding or equivalent = (04) Points</p> <p>c) Bachelor's Degree/B Tech In Communication, Marketing and Branding or equivalent = (03) Points</p> <p>d) National Diploma In Communication/ Marketing and Branding or equivalent = (02) Points</p> <p>Year of experience (6 points)</p>	10

No	Key Personnel	Points
	<p>Minimum Ten (10) years post qualification in developing and implementing Place Marketing, Branding and Investment strategy in the public sector where the team leader has acted as a project manager</p> <p>a) 0 <10 years = (0) Points</p> <p>b) 10 years < 15years = (4) Points</p> <p>c) ≥15 = (6) Points</p>	
2	<p>Media Strategist</p> <p>Qualification (3 points)</p> <p>a) Honours Degree or higher in Media studies/Journalism/Communication or equivalent = (03) Points</p> <p>b) Bachelor's Degree B/Tech in Media studies/Journalism /Communication or equivalent = (02) Points</p> <p>c) National Diploma in Media studies/ Journalism /Communication or equivalent = (01) Points</p> <p>Years of experience (2 points)</p> <p>Minimum of 5 years' experience after qualification in implementing media strategies, media research, media liaison and media management</p> <p>a) 0 <5 years = 0 Points)</p> <p>b) ≥ 5 years < 10years = 01 Points</p> <p>c) ≥10 = 02 Points</p>	8
3	<p>Events Manager</p> <p>Qualification</p> <p>a) Honours Degree or higher in Marketing, Public Relations or equivalent = (03) Points</p> <p>b) Bachelors Degree/ BTech in Marketing, Public Relation or equivalent = (02) Points</p> <p>c) National Diploma in Marketing, Public Relations or equivalent = (01) Points</p>	8

No	Key Personnel	Points
	<p><u>Year of experience</u></p> <p>Minimum five (5) years' experience after qualification in organising big-scale government events</p> <p>a) 0 <5 years = 0 Points)</p> <p>b) ≥ 5 years < 10years = 1 Points</p> <p>c) ≥10 = 2 Points</p>	
4	<p><u>Development Economist</u></p> <p>Qualification (3 points)</p> <p>a) Honours Degree In Development Economics/ Dev Finance/ Economics or equivalent = (3) Points</p> <p>b) Bachelor's Degree/BTech In Development economics/ Dev Finance/ Economics or equivalent = (=2) Points</p> <p>c) National Diploma In Development Economics /Dev Finance/Economics or equivalent = 01 Points</p> <p>Years of experience (2 points)</p> <p>Minimum five (05) years after qualification in developing and implementing investment promotions strategy in the public sector.</p> <p>a) 0 <5 years = 0 Points)</p> <p>b) ≥ 5 years < 10 years = 1 Points</p> <p>c) ≥10 = 2 Points</p>	5
5	<p><u>Creative Writer</u></p> <p>Qualification (3 points)</p> <p>a) Hons or higher In Commination/Journalism/ Media Studies or equivalent = (03) Points</p> <p>b) Bachelor's Degree/ BTech In Journalism/ Media studies or equivalent = (02) Points</p> <p>c) National Diploma In Journalism/ Media Studied or equivalent = 01 Point</p> <p>Years of experience (2 points)</p> <p>Minimum five (05) years after qualification in creative writing</p> <p>a) 0 <5 years = 0 Points)</p>	5

No	Key Personnel	Points
	b) ≥ 5 years < 10years = 1 Point c) ≥ 10 = 2 Points	
6	<u>Photographer/Videographer</u> Qualification (3 points) a) Honours Degree and above In Photography and Videography = (02) Points b) Bachelor's Degree/ BTech In Visual Arts/ Fine Arts In photography and Videography = (01) Points Year of experience (2 points) Minimum Five (05) years after qualification in photography and videography. a) 0 < 5 years = (0) Points b) ≥ 5 years < 10years = (1) Point c) ≥ 10 = (2) Points	5
7	<u>Graphic Designer</u> Qualification (3 points) a) Honours Degree and above In graphic design, Multimedia design, Visual Communications = (03) Point b) Bachelor's Degree In graphic design, Multimedia design, Visual Communications = (02) Point c) Diploma In graphic Design, Multimedia design, Visual Communications = (01) Point Year of experience (2 points) Minimum Five (05) years post qualification experience. a) 0 < 5 years = (0) Points b) 05 years < 10 years = (1) Point c) ≥ 10 = (2) Points	5
8	Geographic Information Systems practitioner A GIS Practitioner with a Bachelor's Degree Geographic Information Science or Geographic Information Systems and registered as a GISc Professional or	10

No	Key Personnel	Points
	<p>Technologist with South African Geomatics Council (SAGC) with 3 years post-qualification experience in geographic information systems, geospatial data, land and cadastral information and mapping.</p> <p>Qualification 5 points</p> <ul style="list-style-type: none"> * Master's Degree or above + SAGC Reg + 5 years' experience = 5 points * Bachelor's Degree/ BTech + SAGC Reg + 5 years' experience = 4 points * National Diploma + SAGC Reg + 5 years' experience = 3 point <p>Years of work experience (after qualification) 5 points</p> <ul style="list-style-type: none"> a) Below 5 years = 1 point b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points 	
	TOTAL	90

12.6 Evaluation schedule 3: methodology/ approach (10 points)

The approach paper must respond to the scope of work

As the contents of a proposal give a clear firsthand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal) using proper separators for each of the chapters and annexures (if there is any). not more than 10 pages.

The approach paper must contain at least the following:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:

1. Technical approach and methodology should explain the PSPs understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to

address them. The proposal should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work.

2. Management method should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestones and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
3. Stakeholder Identification, management and reporting mechanism to be followed.
4. Discuss the process of benchmarking with other leading countries during the execution of the study and how this exercise will benefit the project.

The scoring of the approach paper will be as detailed hereunder:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Methodology to be adopted	Program knowledge, Informative appropriateness of proposed approach and presentation and organogram/reporting structure	5 points
Project Implementation schedule/Programme (Listed Activity in the Scope of Work)	Appropriateness of identified tasks, deliverables, defining milestones and timeliness with interdependencies to ensure delivery of the project on time	3 points
Project Implementation Risks, Stakeholder Identification and management	Adequacy of understanding of program risks and appropriateness of stakeholder's identifications	1 point
Skills Transfer	Skills Transfer to designated groups / Youth Empowerment / Women Empowerment/ Skills Transfer	1 point

13 PROJECT MANAGEMENT

The appointed service provider will report to the Project Manager of MISA. The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.

14 PRICING SCHEDULE

14.1 Pre-Ambles Of The Pricing Schedule

- 1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.**
- 2. The Tenderer has to quote prices against each of the items of price lists covering all services as deemed required for the successful completion of each of the items.**
- 3. The tenderer has to reach a total cost of each of the deliverable Scope of works to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.**
- 4. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on www.publiworks.gov.za. Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. A Travel expenses item is included in the Activity Schedule and must be priced. Tenderers must take note that the Expenses item is inclusive of VAT before is added to the total.**
- 5. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.**
- 6. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.**
- 7. All items on the Price Schedule must be priced.**
- 8. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.**
- 9. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project Manager. The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
- 10. All rates and sums of money quoted in the 'Price Schedule' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.**
- 11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Activity Schedule, will be used to determine payments to the Service Provider. The validity of the Contract shall in**

no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.

12. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
13. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity taking into account the *starting date* and *completion date* (which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
14. Costs incurred by the Consultant other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
15. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
16. Expenses – The employer will pay expenses as follows;

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publiworks.gov.za/Service Providers
Accommodation where the services necessitates that staff identified in this document under Evaluation Schedule 2 to be accommodated in the respective Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i>	Cost limited to R 1 400 per person per day including Dinner, bed and breakfast.
Vehicle travel to, from and within Identified Municipality to perform the services authorised by the <i>Employer</i> . <i>Travel will be paid within radius of 150 kms locally within ESB project area and 250 kms outside Seaboard project area (For Staff Identified in Part 2 of the Contract Data)</i>	In accordance with the latest Rates Department of Transport.

17. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- **Quantity:** The number of units of work for each item
- **Rate:** The payment per unit of work at which the Bidder bids to do the work

- **Amount:** The quantity of an item multiplied by the bidded rate of the (same) item
- **Sum:** An amount bidded for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

16. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

14.2 The Pricing schedule (Noting)

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first five columns.

For each row:

1. If the *Consultant* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Consultant* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

14.3 Pricing Schedule

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total Item Price Rand
DELIVERABLE 1	Stage 1 – Inception and Initiation	Sum	1		
DELIVERABLE 2	Stage 2- Situational Analysis	Sum	1		
DELIVERABLE 3	Stage 3 – Stakeholder Management	Sum			
DELIVERABLE 4	Stage 4 -Execution	Sum	1		
DELIVERABLE 5	Stage 5 – Monitoring and Evaluation	Sum	1		
DELIVERABLE 6	Stage 6 – Closeout and Completion	Sum	1		
Sub-Total (Cost of Deliverables)					
PLUS VAT 15%					
Sub-Total 2					
EXPENSES	Travel, accommodation and other related costs payable based on actual Cost	Sum	1		
Grand Total (Inclusive of VAT 15%)					

TOTAL QUOTED PRICE (Vat Incl) (in word)

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14.4 Calculations of pricing

Pricing excluding additional costs will be calculated as a percentage of the total professional fees costs. After coming to the product thereof, payment of professional fees will be divided into % per project Stage/Phase according to the table below.

Deliverable Number	Description	%
DELIVERABLE 1	Stage 1 -- Inception and Initiation	10%
DELIVERABLE 2	Stage 2 -- Situational Analysis	15%
DELIVERABLE 3	Stage 3 -- Stakeholder Management	15%
DELIVERABLE 4	Stage 4 -- Execution	30%
DELIVERABLE 5	Stage 5 -- Monitoring and Evaluation	10%
DELIVERABLE 6	Stage 6 - Closeout and Completion	20%

Signed: Date:

Name: Position:

Enterprise name:

14.5 ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE

Tenders are requested to complete the following tables (B & C) in this ANNEXURE for project management purposes.

A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 12 months = 230 days.

B. Summary of Person days and FTE over 12 months and Total cost per person

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 3 months	FTE over 3 months (in number of person)	Total cost per person (Rand)
Project Team Leader					
Media Strategist					
Events Manager					
Development Economist					
Creative Writer					
Photographer and videographer					
Graphic Designer					
GIS Consultant					
Other resource					
				Total	
				VAT @ 15%	

C. Cost details for deliverables and Activities (TEMPLATE TO BE USED)

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 months	Commitment % of resource	Equivalent person Days	Daily Rate (Inclusive of all cost, except VAT) (Rand)	Total cost per person (Inclusive of all cost except VAT) (Rand)
DELIVERABLE 1: INITIATION AND INCEPTION						
ACTIVITY 1:						
DELIVERABLE 2: SITUATIONAL ANALYSES						
ACTIVITY 2:						
DELIVERABLE 3 TOTAL						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 5 TOTAL						
DELIVERABLES TOTAL (SUMMATION (DELIVERABLE 1 TO DELIVERABLE 5))						
REBURSABLE TOTAL						
TOTAL COST						
VAT @ 15%						
GRAND TOTAL INCLUSIVE OF VAT						

Please Note: Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price during execution of this project.

15 SUB-CONTRACTING

Sub-contracting of the services to other companies or individuals is not permitted without the prior written approval of MISA. A service provider is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

16 MISA'S RIGHTS

- a) MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.
- b) This Bid does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this Bid, or to procure or contract for services.
- c) MISA reserves the right to conduct vetting and verify the validity of all certificates.
- d) MISA will reject any proposal as non-responsive that does not provide evidence of the specified mandatory requirements. MISA may or may not request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals.
- e) MISA reserves the right to request the company's latest audited financial statement in order to ascertain financial stability of the bidder prior to the award of the bid.

17 REPORTING

The appointed bidder will report to the appointed Project Manager of MISA. The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.

18 PAYMENTS

MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The bidder will be paid within 30 days after receipt of valid invoice, when the services have been fully rendered to the satisfaction of MISA, and this done by means of electronic transfer directly into the bidder's bank account.

19 BRIEFING SESSION

Bidders are invited to attend a non compulsory briefing session that will be held online on the 25th January 2023 @10H00,

20 SUBMISSION OF TENDERS

18.1 The Tender Documents will be made available on the eTender Portal and on the MISA website. The Tender Documents are not for sale and will also not be emailed to bidders. The Tender Documents must also include a soft copy (Memory Stick - all in PDF Format) of the proposal, and must be enclosed in a sealed envelope clearly inscribed on the outside:

BID REFERENCE NUMBER: MISA/IDMS/ESD/MBI/014/2022/23

CLOSING DATE: 07 February 2023

18.2 Tender documents are to be submitted to MISA Reception and deposited in the tender box. (At MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.

21 PERIOD FOR ACCEPTANCE OF TENDERS

In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 days after submittal date and time. The validity period of this bid is 90 days.

22 COMMUNICATION WITH MISA OFFICIALS

Bidders and their representatives may not communicate with MISA officials except in writing. Bidders and their representatives must communicate in the manner set forth in this Bid. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this Bid. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

23 CONFIDENTIALITY

All responses to this Bid become property of MISA and submissions after closing of bid may be subject to public inspection and disclosure in accordance with the MISA SCM Policy and provisions of applicable legislation.

24 INTELLECTUAL PROPERTY

The bidder may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such works without prior consent from the MISA.

Copyrights and all other Intellectual property rights in any document, ideas, software, other information developed and / or written, pursuant to these Terms of Reference, or any other contract / sub-contract to which these Terms of Reference refers, shall remain the property of the MISA.

In addition, no development shall be deemed a joint development, and therefore jointly owned, unless, identified as such in writing. All information generated, communication produced and data acquired under the auspices of this project remains the Intellectual property of MISA.

25 QUESTIONS AND REQUESTS FOR CLARIFICATIONS

- a) Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents.
- b) All enquiries should be made at the briefing session and can also be made in writing seven (7) working days before the closing date of the Bid. For queries please contact the following person:

Ms L. Tyikwe

E-mail: kumka.tyikwe@misa.gov.za

26 ANNEXURE A – RETURNABLE DOCUMENTS

26.1 PART A – INVITATION OF BID – SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:

CLOSING DATE:

CLOSING
TIME:

DESCRIPTION:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON

CONTACT PERSON

TELEPHONE NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

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

TAX COMPLIANCE
SYSTEM PIN:

OR

CENTRAL
SUPPLIER
DATABASE No:

MAAA

B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE

TICK APPLICABLE BOX
☐ Yes ☐ No

B-BBEE STATUS LEVEL
SWORN AFFIDAVIT

[TICK APPLICABLE BOX]
☐ Yes ☐ No

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

1 ARE YOU THE ACCREDITED
REPRESENTATIVE IN
SOUTH AFRICA FOR THE
GOODS /SERVICES
/WORKS OFFERED?

☐ Yes

☐ No

IF YES ENCLOSE PROOF.

2 ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES /WORKS OFFERED?

☐ Yes

☐ No

IF YES, COMPLETE
QUESTIONNAIRE
BELOW

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

26.2 PART B – TERMS AND CONDITION FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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."

26.3 SBD 4 - 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 Institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 bidder

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.

26.4 SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

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

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

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 8 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	8	16
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4

8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

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

period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(a) forward the matter for criminal prosecution

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....
.....

**26.5 SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS- A. EMES AND
B. QSES (FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN
AFFIDAVIT - TEMPLATES**

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

I, the undersigned

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Professional)	Environment	Contractor Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians --</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>I. Before 27 April 1994; or</p> <p>II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practices issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- * The Enterprise is _____ % Black Owned
- * The Enterprise is _____ % Black women Owned
- * The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
- o Black Youth % _____ %

- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed by ticking the applicable box below.

Contractor / Consultant	R10 million	
Supplier	R10 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

☐ Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	

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

Date: _____ Deponent Signature: _____

Commissioner of Oaths
Signature & stamp

Date: _____

B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRegs 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

Full name & Surname

Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:		
Trading Name (if Applicable):		
Registration Number:		
Enterprise Physical Address:		
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):		
Nature of Construction Business:	Supplier / Service provider	Consultancy services Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- I. Before 27 April 1994; or II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date	

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____ %

- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed by ticking the applicable box below.

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

☐ Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

Date: _____ Deponent Signature: _____

Commissioner of Oaths
Signature & stamp
Date: _____

**26.6 CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

26.7 VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

26.8 RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

26.9 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all documents in
 connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE

SCMU NUMBER

MISA/FC...../2021

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....

27 ANNEXURE B – TREASURY GENERAL CONDITIONS OF CONTRACT

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	Identify Number	Name of Institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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:

.....

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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

- 3.6 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 bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO
-----	----

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES ☐ NO ☐

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm.....

9.2 VAT registration number.....

9.3 Company registration number.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>
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