



INVITATION TO QUOTE

RFQ NUMBER:	08.12.2023EKZNW
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	Programme Management Services for the Ezemvelo KZN Wildlife Townships & Rural Economic Revitalization Programme for twelve (12) months period.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	Date: 11 January 2024 Time: 11:00am Venue: Queen Elizabeth Park, 1 Peter Brown Drive, Montrose, Pietermaritzburg, 3201, Theatre Room
CLOSING DATE AND TIME:	19 January 2024 17:00 PM
QUOTATION DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO	procurement@kznwildlife.com
BID VALIDITY PERIOD:	60 calendar days
FOR ATTENTION:	Mr S. Ngubelanga

NAME OF BIDDER	
QUOTED PRICE	R
BIDDERS SIGNATURE	

LIST OF ACRONYMS

CV : Curriculum Vitae

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

IFC : International Finance Corporation

KZN : KwaZulu-Natal

LED : Local Economic Development

NTIGR : National Treasury: Inter-Governmental Relations

PMU : Programme Coordination Unit

PMT : Programme Management Team

PSC : Programme Steering Committee

RLED : Regional and Local Economic Development

SMEs : Small and Medium Enterprises

TTT : Technical Task Team

ToR : Terms of Reference

TRERS : Ezemvelo Townships & Rural Economic Revitalization Programme

OVERVIEW OF THE TOWNSHIP AND RURAL ECONOMIES REVITALISATION STRATEGY (TRERS) PROGRAMME

In a quest of creating a sustainable, resilient and inclusive economy in the Province of KwaZulu-Natal (KZN), the KZN provincial government resolved to give concerted attention to township and rural areas economies. The cabinet-approved KZN Townships and Rural Economies Revitalisation Strategy (TRERS)¹ forms an integral part of the drive towards reviving the Province's economy, focusing on enterprise development in townships and rural economies. While TRERS forms an integral part of the entire provincial contemporary economic growth, its primary focus is to revive enterprise development in KZN townships and rural areas, following the historic deliberate exclusion and neglect of these areas by previous colonial and apartheid discriminatory regimes, which left these areas under chronic and abject poverty, left alone an ever-glaring level of unemployment and inequality.

As one of the leaders in biodiversity conservation agencies that manages more than 110 protected areas that are surrounded by over 180 rural communities under 100 (equivalent to 36.1%) traditional authorities in KwaZulu-Natal, Ezemvelo KZN Wildlife is well positioned to implement TRERS to revitalise the rural economy. Based on historical events surrounding protected areas and local communities, Ezemvelo has broadened its focus toward rural and socio-economic development to adjoining its parks. This is primarily achieved through job creation, ecotourism and sustainable natural resource beneficiation activities for these communities, some of which remain secluded from the mainstream of the country's economic hubs. Thus, making Ezemvelo a catalyst to enable the abovementioned economic development in these areas.

OVERVIEW OF THE RURAL ECONOMIES REVITALISATION (RER) PROGRAMME

A high-level decision has been taken to initiate the Rural Economies Revitalization (RER) component of the TRERS around Protected Areas (PAs) in the Province. Protected Areas, most of which are situated in remote rural areas distant from mainstream economies, are seen as opportunities to establish and enhance rural economies and niche markets made possible by the Protected Area. Principles to be adopted in pursuance of this Programme include:

- The creation or revitalisation of rural economies around Protected Areas must be compatible with the value and purpose of the protected area and must be in keeping with the sense of place and landscape character.
- Eradicate the triple-social ills (Poverty, Unemployment and Inequality) for sustainable livelihood and active rural citizenship.
- Support local businesses, wherever possible, through rural enterprise development. Protected Areas to provide a market to local entrepreneurs in adjacent communities who can supply goods and services.
- Actively seek to promote the three sub-sectors within the Biodiversity Economy Program, namely, Wildlife, Ecotourism and Bioprospecting, to unlock the economic potential of biodiversity through sustainable use of natural resources.
- Green Economy initiatives are to be promoted/encouraged wherever possible.
- Establish a learning and skilful economic environment that would sustain local communities.
- Promote enterprise development of local businesses involved in protected areas' value-chain.
- Support local economic governance and infrastructure development programmes undertaken by both provincial and local municipalities and collaborate with local municipalities to strengthen local systems of development and innovation.
- Support the advancement of local economic growth and job creation initiatives that prioritise vulnerable groups from rural communities through enterprise development and local economic development.

1 [https://www.kznedtea.gov.za/documents/CABINET%20APPROVED%20TRERS%20STRATEGY%20\(1\).pdf](https://www.kznedtea.gov.za/documents/CABINET%20APPROVED%20TRERS%20STRATEGY%20(1).pdf)

A database of possible projects and programmes, in keeping with the above-mentioned principles, have been identified by the TTT. An experienced Programme Management Unit (PMU) is required to ensure that the TRERS Programme in Rural Areas is well executed and fulfils the aims and objectives of the TRERS. The PMU will be required to develop the concept for the PMU and the business plan, and raise funding to further support this initiative

To develop the concept for the PMU and business plan, and raise funding for the support of this initiative.

INSTITUTIONAL ARRANGEMENTS

Ezemvelo KZN Wildlife and the Department of Economic Development (EDTEA) are jointly championing the rural economies component of the TRERS. A Project Steering Committee (PSC) comprising high-ranking officials from both Ezemvelo and EDTEA are overseeing this project. A TRERS Technical Task Team (TTT), also comprising Ezemvelo and EDTEA staff, has been established to ensure the implementation of this project. The PMU will be required to work closely with the TRERS TTT and report to the TTT and the PSC.

**PART A
INVITATION TO QUOTE**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	08.12.2023EKZNW	CLOSING DATE:	19 January 2024	CLOSING TIME:	17:00 PM
DESCRIPTION	PROGRAMME MANAGEMENT SERVICES FOR THE EZEMVELO KZN WILDLIFE TOWNSHIPS & RURAL ECONOMIC REVITALIZATION PROGRAMME FOR TWELVE (12) MONTHS PERIOD.				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO:					
procurement@kznwildlife.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sbonelo Ngubelanga		CONTACT PERSON	Teboho Mokoena	
TELEPHONE NUMBER	033 845 1187		TELEPHONE NUMBER	033 845 0999	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ngubelasb@kznwildlife.com		E-MAIL ADDRESS	teboho.mokoena@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted.
3. The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. **Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are "not applicable", bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.**
5. Any alteration made by the Bidder must be initialled.
6. Bidder must initial each and every page of the quotation document.
7. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the Bid being disqualified.
8. **"Proof of B-BBEE status level of contributor" means-**
 - (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

1. EVALUATION CRITERIA

For certainty that the Bidder(s) meet the necessary requirements to undertake this Bid, Ezemvelo would need to satisfy itself that the Bidder(s) has the necessary resources, expertise, and experience. Thus, the Bid functionality will be evaluated out of 100 points by using the following points weight categories. All Bids that scored below the 80 points threshold marks in this regard will be eliminated and not considered for further evaluation. Bidder(s) deemed technically compliant will thereafter be assessed in terms of their Pricing and preference points on a 80/20 preference points system. Thus, the financial Proposal will also be assessed in terms of reasonableness of costs in relation to prevailing guidelines, consistency with the technical Bid submitted and value for money.

	Categories for Functionality	Weight (Points)
A1	Approach, Organisation and Methodology	30
A2	Bidder Experience	30
A3	Core Technical Team	40
Total Points for Functionality		100

NB a detailed Evaluation Grid is attached as Annexure A

For ease of evaluation, the following a guideline are provided for expected Technical Proposals:

1.1 Understanding of the Assignment

The Bidder has provided a comprehensive, sound, and practical proof-of-concept to show understanding of the assignment. Bidders can provide as much background information as possible to illustrate their understanding. Bidder(s) can also explain any additional value-add and innovation that they bring in relation to the objectives of the project.

1.2 Approach and Methodology

- 1.2.1 The approach and methodology should detail the Bidder(s) understanding of the scope of work and outline the proposed approach and/or methodology.
- 1.2.2 The Bidder to provide an executive summary describing services to be provided, including but not limited to addressing the needs, objectives and requirements outlined in the scope of work.
- 1.2.3 The Proposal should include a detailed description of the approach and/or plan to be used. The detailed plan shall focus on the methodology, management and execution of required services. Thus, the plan should demonstrate an overall understanding of the scope of work.
- 1.2.4 The plan should outline clear timelines for all key milestones of the work under the scope of work.
- 1.2.5 This section should also set out variables and risks associated with the approach and/or methodology

and any other matters that might affect the achievement of the assignment.

1.3 Proposed Organisational Structure

The Bidder(s) should propose the structure and composition of their team and specifically the main disciplines involved and how they will organise themselves to implement and achieve the objectives of the Programme (particularly in the case where the Bidder consists of a consortium of firms). It could also include the additional backstopping support to be provided by the Bidder.

1.4 Company Profile with References

1.4.1 A complete company or individual profile/resume must be provided for the Bidder(s) and/or joint venture partners, including at least three (3) references. This shall include a full project listing and description of projects managed by the Bidder(s). It should also include the value of each project and a listing of associated clients and their contact details. The geographical location and institutions of this project listing must be clearly indicated.

1.4.2 The evaluation of the above aspects will enable an assessment of the bidders' experience in managing similar programmes and/or projects, their ability and capacity to manage a project of this nature, and whether any potential conflict of interest exists.

1.4.3 Proposed Technical Team Profile

Qualifications, skills and experience of the proposed Key Experts will be assessed in three ways:

- (a) Qualifications and Professional Registration includes all the formal recognised qualifications and professional registration the proposed Key Expert has achieved.
- (b) General Professional Experience – referring to the totality of professional working experience and the positions held;
- (c) Specific Professional Experience – referring to the specific experience of the Key Expert in a sector, field and/or subject that is related to the scope of work and the proposed role of the Key Expert. For each Key Expert, a concise CV must be submitted.
- (d) The CVs should illustrate the qualifications, skills, and experience required for the position for which the Key Expert is being proposed.
- (e) Bidders must clarify in both the organisational structure and the CV the role to be played by the specific Key Expert.
- (f) The CVs should include at least three traceable references.
- (g) Professional registration documents, as applicable, must be attached to the CV's.
- (h) All Key Experts and short-term experts must sign the Statements of Availability and Exclusivity.

1.4.4 Other Administrative Requirements

In addition to the other administrative requirements as per the bid documents, bidders are required to submit proof of:

- (a) Latest financial statements for one (1) year.

Failure to submit the above supporting documents will result in the disqualification of the Bid.

- (b) A bank rating for the lead company must be provided to assess the financial capacity of the Bidder to manage a programme of this nature. It is important to note that only companies with ratings of A, B or C will be considered.

1.5 NON-APPOINTMENT

Ezemvelo reserves its rights to either NOT make an appointment and/or appoint the Bidder with the lowest Price. Ezemvelo also reserves its right to negotiate the final bidding price of those bids deemed technical compliant.

The evaluation process will be conducted in phase as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Compliance and Completeness Screening	Functionality	Conducting of Interviews	Price and Preference goals
Compliance and completeness of Proposal per the set of quotation conditions.	Thus, the Bid functionality will be evaluated out of 100 points, Bids that scored below the 80 points threshold marks in this regard will be eliminated.	The Bidder that is successful in phase 1&2 might be called for an interview.	Quote evaluated in terms of Preferential Procurement Regulations, 2022

1.6 Phase 1: Compliance and completeness screening

- Bidders must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the Bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidders must ensure compliance in terms of tax obligations. No quotation may be awarded to any bidder whose tax matters have not been declared by the SARS to be in order.
- In quotations where consortia / joint ventures / sub-contractors are involved; each party must submit a separate Tax compliance status.
- Quotation documents must be fully completed, dated, signed in ink, and initial every page of the quotation.

1.7 Phase 2: Functionality

Thus, the Bid functionality will be evaluated out of 100 points, Bids that scored below the 80 points threshold marks in this regard will be eliminated.

1.8 Phase 3: Conducting of Interviews

Only shortlisted bidders might be contacted for phase 3 of the evaluation.

1.9 Phase 4: Price and Preference Goals

This quotation will be valuated using the 80/20-point system.

The specific goals allocated points in terms of this tender	Documents to be submitted by bidders to claim points.
51% Black owned enterprise	Proof of B-BBEE status level of contributor and completed SBD 6.1.
51% owned by Black people who are women	In the case of B-BBEE certificates, the Bidder must also submit the full verification report, which shows the percentage of Black ownership.

REGISTRATION ON THE CENTRAL SUPPLIERS' DATABASE

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

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

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PRICING SCHEDULE
(Professional Services)

Name of Bidder.....	RFQ number: 08.12.2023EKZNW
Closing Time 17:00 PM	Closing date: 19 January 2024

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF

ITEM NO.	DESCRIPTION	TOTAL AMOUNT
1	Programme Management Services for the Ezemvelo KZN Wildlife Townships & Rural Economic Revitalization Programme for twelve (12) months period.	
	SUB-TOTAL	
	VAT AT 15%	
	GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)	

Note: The amount paid for the year will be kept at below R1 million per annum. The rate quoted will therefore determine the number of hours over the 12 months period.

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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 interest² in the enterprise, employed by the State? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

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

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure.
- 3.2. I understand that the accompanying Bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the Bid, bidding with the intention not to win the Bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements, or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the Bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this Bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 3.8.

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

³ 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.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of State

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of State:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for Price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for Price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of State)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned enterprise	10	
51% owned by Black people who are women	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

TERMS OF REFERENCE

Ezemvelo KZN Wildlife (Ezemvelo) is seeking the services of an experienced and suitably qualified Programme Management Unit (PMU) to work closely with the Townships and Rural Economic Revitalisation Programme Technical Task Team (TTT) to establish and enhance rural economies and niche markets around Protected Areas, in accordance with the aims and objectives of the TRERS. The PMU will be appointed for twelve (12) months period on a part-time basis.

The Terms of Reference (ToR) below outline the scope of work and the attributes and skills required for the PMU. Service Providers (companies and/or individuals) who meet the required qualifications, experience, attributes and skills are invited to submit a comprehensive Technical Proposal for undertaking the TRERS PMU function.

Scope of Work

The role and responsibilities of the PMU shall extend across all programme phases, which include inception and implementation phases. It is important to note that certain activities during the implementation phase are currently undefined and that activities undertaken in the inception phase will inform and allow for further elaboration of these subsequent programme activities during implementation. Therefore, functions and tasks of the PMU, as listed below, may be subject to evolve (change and/or be extended) during the lifespan of this Programme.

The role of the PMU will be to coordinate the sequencing and integration of activities across the Programme components; assist the programme implementation structures in planning, coordinating and managing all activities relating to the different programme components; contract, manage and monitor service providers to the Programme; manage and account for programme funds and programme performance; and prepare consolidated work plans, budgets and reports on full programme performance for Ezemvelo. The specific scope of work of the PMU includes:

- **Project set up:** the PMU is expected to set up this project by developing all the necessary plans, and strategic frameworks as determined by the (TTT).
- **Develop the Business Case:** explore the possibility or viability of the PMU programme after its completion (12 months), i.e. whether it should be located within the Ezemvelo or as the independent structure reporting for the (TTT) for the further 36 months period or as may be advised.
- **Develop the framework:** explore the strategic approach to be followed for strategic partnership by public or private sectors in support of this initiative.
- **Review and refinement of Programme/Project Selection Criteria:** The PMU will critically review the Programme/Project Selection Criteria and suggest any recommended refinements/amendments to the TTT.
- **Project selection and due diligence:** The PMU will be expected to assist the TTT with selecting projects and/or programmes using the pre-determined project selection criteria. The PMU will also be required to undertake a critical review and due diligence of the selected projects' activity schedules/action plans and amend them if and where required.
- **Preparing of work plans and budgets:** The PMU, in consultation with the TTT, is to prepare a 6-month, within three (3) weeks after the appointment, consolidated rolling work plan and budget for the full programme funds within the framework of outcomes, outputs and activities set out in the Programme Document and approved budget.
- **Preparing quarterly progress and financial reports:** The PMU will support the TTT by preparing quarterly progress and financial reports according to the outcomes, outputs and activities set out in the Programme Document and approved budget.

- **Drafting proposal documents, terms of reference and contracts for contracting service providers:** The PMU is responsible for preparing terms of reference and other tender-related documents for service providers to fulfil tasks as planned by the implementation structures within the framework of the Programme Document.
- **Business Incubation and Skills Transfer:** The PMU will identify required skills training and mentorship for specific projects and programmes. The PMU is expected to work closely with Ezemvelo staff member(s) to ensure skills transfer during the Programme. The PMU is further required to identify suitable business incubation locations and develop locality-specific databases for local entrepreneurs to obtain training, mentoring and support.
- **TRERS Procurement:** The PMU is expected to ensure that the bidding processes for the procurement of goods and services required by the TRERS Programme are undertaken in an open, fair, and competitive manner, in accordance with Ezemvelo's procurement procedures. The PMU is also expected to assist in processes relating to bids evaluation, contracting, and monitoring of service providers (excluding service providers whom Ezemvelo directly contracts) according to the agreed procurement procedures of Ezemvelo.
- **Undertaking of logistical arrangements:** The PMU is to undertake all logistical arrangements to support the TTT and appointed service providers in fulfilling different components of the identified work programmes
- **Organisation of committees, working groups and forums:** The PMU, in collaboration with the TTT, shall be responsible for the organisation and coordination of key role players within various committees, working groups and forums to plan, oversee and complete component outputs and activities.
- **Managing programme funds and records:** The PMU shall be responsible for managing and accounting for programme funds against approved work plans budgets and within a tight timeframe in accordance with the PFMA and other financial management regulations and Ezemvelo's financial management policies, standard operating procedures and reporting templates.
- Managing selected projects within a budget and tight timeframe, including monitoring activities, tracking impact and final evaluation.

Specific Roles and Responsibilities of the Programme Management Unit (PMU)

Roles and responsibilities of the PMU are expected to extend across the inception and implementation phases of the TRERS Programme. Thus, specific roles and responsibilities of the PMU, in no particular order, shall include the following:

- Operational planning and assist with strategic planning for programmes/projects.
- Managing the programmes/projects according to organisational standards.
- Managing human resources and logistics of selected programmes/projects.
- Management of administrative and financial processes of programmes/projects.
- Communication and liaison with relevant stakeholders.
- Compilation of monthly and quarterly reports.
- Conduct self-assessments and prepare project audits.
- Ensure mapping and data recording of activities linked to programmes/projects activities.
- Ensure all relevant data is captured for the project.
- Coordinate the sequencing and integration of activities across all Programme components.
- Assist the Programme implementation structures to plan, coordinate and manage activities within the different components.

- Contract, manage and monitor service providers to the Programme outside of the Ezemvelo and EDTEA components.
- Provide a secretariat service to the Ezemvelo TRERS Programme.
- Manage and account for Programme funds and Programme performance components.
- Prepare consolidated work plans, budgets and performance reports TRERS PSC.
- Communication and close engagement with the TRERS TTT for assistance and support where information gaps are identified, e.g., where a need analysis is required, knowledge gaps for business cases are identified, etc.
- Consideration of management, business and scientific information that has been historically collected on the communities and their business cases and potential service providers close to the identified areas.
- Consultation with existing internal structure and organs of State with similar programmes.
- Consultation with private and NGO partners that work close to the rural communities targeted to benefit from this strategy.
- Explore and recommend efficient ways of utilising Programme allocated funds.
- Analyse the funding environment locally, regionally and internationally.
- Assist in developing a database of funding entities and their funding criteria and requirements (Government, NGOs, Philanthropists, Private companies) and advise on innovative fundraising initiatives (bequeathing, selling biomass) to the organisation.
- Clearly identify, scope and cost Ezemvelo funding requirements to fulfil TRERS objectives.
- Write generic and specific funding proposals where required.
- Constantly engage with donors and facilitate constant communication with them.
- Liaise with Ezemvelo donor structures, i.e., Honorary Officers and other philanthropic structures.
- Provide an analysis of donor funding received by Ezemvelo.
- Develop a system of efficiently managing donor funds.
- Develop an innovative plan to spend donor funding (cutting down procurement red tape) efficiently and effectively. Thus, the service provider will be expected to submit the programme procurement plan that Ezemvelo will approve before any procurement can commence.
- Execute a skill transfer and capacity building to identified Ezemvelo project managers.
- Investigate and identify incentives for private companies to donate to the entity (BEE score, tax rebate and climate change goals).
- Working with Executive Management, devise and implement the TRERS Programme and activities, report and undertake necessary financial forecasting.
- Oversee seamless execution of the TRERS Programme and related activities.
- Develop and implement necessary monitoring and evaluation systems for the TRERS Programme and related activities.

Team Composition:

The PMU is expected to have the following basic (but not limited to) key experts:

- Programme manager;
- Coordinator – Business Development;
- Coordinator – stakeholder's relations and strategic partnership;
- Administrative and financial assistant.

PROGRAMME MANAGER

a) The Programme/ Manager will manage overall programme implementation and report to the TTT and the PSC within the framework established by the Service Level Agreement. The Programme Manager will coordinate programme activities and administrative and financial functions related to staffing, implementation and management of the Programme. The Programme Manager will undertake any other activity that would be necessary to ensure the proper supervision and management of the Programme. The Programme Manager will perform, but not limited to, the following tasks:

- Managing the PMU functions within the overall programme governance structures, i.e. the TTT and PSC;
- Managing the Secretariat functions of the PMU for the TTT and the PSC;
- Ensuring regular, effective and efficient use of programme resources under the management of the PMU within the PSC-approved plans and budgets;
- Consolidating data for the progress reports and financial statements for the PSC to approve;
- Managing programme procurement within the procurement rules approved by the PSC;
- Ensuring systems are established to monitor ongoing programme implementation and timely reporting and
- Managing and coordinating the implementation of the Partnership and Coordination component of the Programme
- Operational planning and assist with strategic planning for programmes/projects.
- Managing the programmes/projects according to organisational standards.
- Managing human resources and logistics of selected programmes/projects
- Coordinate the sequencing and integration of activities across all Programme components
- Assist the Programme implementation structures in planning, coordinating and managing activities within the different components
- Prepare consolidated work plans, budgets and performance reports TRERS PSC.
- Working with Executive Management, devise and implement the TRERS Programme and activities, report and undertake necessary financial forecasting.
- Oversee seamless execution of the TRERS Programme and related activities.
- Develop and implement necessary monitoring and evaluation systems for the TRERS Programme and related activities.

b) The Programme Manager must meet the following minimum requirements:

- Must have a recognised Master's degree/s in Social Science, Business Management, Economics, Accounting, Planning or equivalent NQF 9 qualification.
- Minimum of 10 years' experience in the public sector with at least five (5) years of senior management experience in stakeholder management at a senior strategic
- Experience in managing development projects, which should be undertaken within the budget allocated/planned timeframe and scope
- Experience, skills, competencies and knowledge in leading and managing multi-disciplinary technical teams; project development, management, and monitoring; risk management and institutional strengthening; time management; planning and organising; report writing; budgeting and financial management; establishment of administrative, procurement and financial management and accounting systems; knowledge of competitive procurement procedures for local and international requirements; presentation skills; communication and networking; good interpersonal relations in an intercultural context; strong writing and oral skills in English; analytical thinking and problem-solving and computer literacy (Word, PowerPoint, Excel).

COORDINATOR- BUSINESS DEVELOPMENT

a) The Coordinator- Business Development is responsible for conceptualising, developing, managing, coordinating, and monitoring the implementation of the Business Development component of the Programme. This includes developing an implementation plan; managing small businesses and enterprise development, access to markets, and localising suitable service providers. The Coordinator Business Development is expected to perform, but not limited to, the following tasks/functions:

- Analyse the funding environment locally, regionally and internationally.
- Assist in developing a database of funding entities and their funding criteria and requirements (Government, NGOs, Philanthropists, Private companies) and advise on innovative fundraising initiatives (bequeathing, selling biomass) to the organisation.
- Clearly identify, scope and cost Ezemvelo funding requirements to fulfil TRERS objectives.
- Write generic and specific funding proposals (business cases) where required.
- Constantly engage with donors and facilitate constant communication with them.
- Liaise with Ezemvelo donor structures, i.e., Honorary Officers and other philanthropic structures.
- Provide an analysis of donor funding received by Ezemvelo.
- Develop a system of effectively and efficiently managing donor funds.
- Develop an innovative plan to spend donor funding (cutting down procurement red tape) efficiently and effectively. Thus, the service provider will be expected to submit the programme procurement plan that Ezemvelo will approve before any procurement can commence.
- Opportunities for strengthening the capacity of SMEs to engage in (formalised) collaborative ventures and joint actions (network/cluster action plans prepared).
- Opportunities for improving the production capacity of SMEs in terms of scale, productivity, quality and compliance with national and international standards (improvement plans prepared).
- Linkage of SMEs to buyers and take advantage of value addition opportunities (market studies and marketing capacities developed; linkages potential identified), and
- Undertake any other assignments related to timely and effective project implementation as requested.

b) The Coordinator- Business Development must meet the following minimum requirements:

- Must have an officially recognised qualification meeting the minimum of NQF 6 or equivalent in public or business management.
- Should have at least five (5) years of operational experience in Business Development areas relevant to the Programme and project management experience.
- Should possess the experience, skills, competencies and knowledge in the following areas: knowledge of business/enterprise development frameworks; demonstrated relevant experience in the planning, implementation and evaluation of technical assistance and capacity-building programmes; strong knowledge of project cycle management; presentation skills; strong communication (oral and written skills) and networking; good interpersonal relations; analytical thinking and problem-solving and computer literacy (Word, PowerPoint, Excel).

COORDINATOR - STRATEGIC PARTNERSHIPS AND STAKEHOLDER RELATIONS

- a) The Coordinator Strategic Partnership and Stakeholder Relations is responsible for managing, coordinating, and monitoring the implementation of the Strategic Partnership and Stakeholder Relations component of the Programme. The Coordinator Strategic Partnership and Stakeholder Relations is responsible for identifying and establishing partnerships with relevant stakeholders (NGOs, NPOs, Government Departments, Public Entities and other prospective Donors/Investors) in ensuring the achievements of the programme outputs. The Coordinator Strategic Partnership and Stakeholder Relations will perform, but not be limited to, the following tasks/functions:
- Communication and liaison with relevant stakeholders.
 - Consideration of management, business and scientific information that has been historically collected on the communities and their business cases and potential service providers close to the identified areas.
 - Consultation with existing internal structures and organs of the State with similar programmes.
 - Consultation with private and NGO partners that work close to the rural communities targeted to benefit from this strategy.
 - Execute a skill transfer and capacity building to identified Ezemvelo project managers.
 - Investigate and identify incentives for private companies to donate to the entity (BEE score, tax rebate and climate change goals).
 - Write generic and specific partnership proposals where required.
 - Constantly engage with donors and facilitate constant communication with them.
 - Liaise with Ezemvelo donor structures, i.e., Honorary Officers and other philanthropic structures
 - Communication and close engagement with the TRERS TTT for assistance and support where information gaps are identified, e.g., where a need analysis is required, knowledge gaps for business cases are identified,
 - Guide and assist relevant experts in the organisation of awareness-raising workshops to community/business leaders and institutional representatives and establish contacts with relevant local business support and advisory institutions for information purposes and appraisal of possible synergies;
 - Establish/maintain good contacts with other technical assistance agencies and development partners to facilitate information exchange and pursue project-related synergies, as appropriate;
- b) The Co-ordinator-Strategic Partnerships and Stakeholder Relations must meet the following minimum requirements:
- Must have a qualification meeting the minimum of NQF 6 or equivalent with Social Sciences, Humanities, Development Planning, Development Studies or equivalent,
 - Must have a minimum of five (5) years of experience in partnership development and or stakeholder relations
 - Must have experience in data interpretation/analysis and report writing.
 - Must be fluent in isiZulu.

GENERAL AND FINANCIAL ADMINISTRATOR (ASSISTANT)

a) The Programme General and Financial Administrator will support the Programme Manager in programme administration and financial management and the programme coordinators in programme implementation. The Administrator is expected to perform, but not be limited to, the following tasks:

- Assisting the Programme manager in establishing and implementing a system of programme budgeting, cash management; financial, record-keeping, reporting and monitoring systems;
- Assisting the Programme Manager in the secretariat functions of the PMU for the TTT and the PSC;
- Supporting the Programme Manager and Programme Coordinators in the implementation of the Programme;
- Assisting the Programme Manager in implementing the system of budgeting, cash management, financial management and accounting;
- Assisting the Programme Manager in keeping all programme records,
- Assist the Programme Manager in consolidating data for the progress reports and financial statements for the PSC to approve;
- Assist in ensuring mapping and data recording of activities linked to programmes/projects activities and that all relevant data is captured for the project.
- Assisting the Programme Manager in setting up a programme procurement system, documentation formats, procurement processes, as well as contract pro-forma and management, review and evaluation systems for programme procurement and contracting within the procurement and contracting framework as set out in the project agreement,
- Assisting the Programme Manager and PMU programme coordinators to manage procurement and contracting processes, including assistance with TORs, tender documentation, bid recommendations and contracting;
- Keeping procurement and contracting records, and
- Undertake any other assignments related to the timely and effective implementation of the project as requested.

b) The Programme Business and Financial Administrator is expected to meet the following minimum requirements:

- Must have an officially recognised accounting / financial and business administration management qualification at NQF Level 6.
- Should have a minimum of three (3) years specific experience in administrative systems, project financial management and accounting;
- It is preferable if the Administrator is from one of the communities surrounding Ezemvelo Protected Areas.
- The Administrator should possess the experience, skills, competencies and knowledge in the following areas: Excellent Word processing and Excel skills; budgeting and financial management skills; organisational skills; interpersonal skills with the ability to work within multi-functional and multi-cultural teams; fluency in English; (fluency in IsiZulu will be a benefit).

Additional Attributes and Skills

- Minimum collective of ten (10) years' experience in the public sector with at least five (5) years senior management experience in stakeholder management at a senior strategic (provide CV and traceable reference letters of previous work or experience).
- Experience in evaluating/ assessing (and recommending the necessary improvement) government procurement systems, processes, controls, projects, etc.
- Excellent report writing and presentation skills, including financial report writing.
- Experience in managing development projects, which should be undertaken within the budget allocated/planned timeframe and scope.
- Experience in executing and managing high-impact events, projects/programmes involving strategic stakeholders locally and internationally.
- Excellent communications, negotiation, and facilitation skills (i.e. lobbying and fundraising).
- Thorough understanding and working knowledge of national and provincial government (state-owned entities') policies, laws, regulations and governance structures.
- Thorough understanding of applying the National Treasury regulations relating to managing State-funded programmes. Previous experience would be advantageous.
- Good analytical skills, particularly with respect to business and project management, with special emphasis on social and local economic development and value chains provided by protected areas.
- Programme, project, financial and contract management skills and expertise.
- Knowledge of government, NGO and private sector stakeholders and associated protocol.
- Proficient in MS Office, Microsoft Excel, Microsoft PowerPoint and Microsoft Project.
- Demonstratable Programme/Project Management and Social Facilitation.
- Thus, should be fluent in speaking, writing and reading isiZulu and will be expected to liaise with beneficiaries and communities where projects are implemented.
- Attention to details.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

9. a cashier's or certified cheque

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

10. Inspections, tests and analyses

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

11. Packing

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

12. Delivery and documents

- 12.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

13. Insurance

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

14. Transportation

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

15. Incidental Services

- 15.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 15.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

16. Spare parts

- 16.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

17. Warranty

- 17.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 17.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 17.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

18. Payment

- 18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 18.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 18.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

19. Prices

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

20. Contract amendments

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

21. Assignment

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

22. Subcontracts

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

23. Delays in the supplier's performance

- 23.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 23.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 23.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 23.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 23.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

24. Penalties

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

25. Termination for default

- 25.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 25.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 25.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 25.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 25.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 25.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 25.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 25.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

26. Anti-dumping and countervailing duties and rights

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

27. Force Majeure

- 27.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 27.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

28. Termination for insolvency

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

29. Settlement of Disputes

- 29.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 29.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

30. Limitation of liability

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

31. Governing language

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

32. Applicable law

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

33. Notices

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

34. Taxes and duties

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

35. National Industrial Participation (NIP) Programme

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

36. Prohibition of Restrictive Practices

36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**ANNEXURE A
Evaluation Grid**

<u>Criterion:</u>	<u>Maximum Points</u>	<u>Evaluator assessment</u>
<u>Approach, Organisation and Methodology</u>		
<u>Understanding of Assignment</u>	<u>10</u>	-
<u>Organisational Structure</u>	<u>10</u>	-
<u>Approach and Methodology</u>	<u>10</u>	-
<u>Sub-total</u>	<u>30</u>	-
<u>Experience of a company in the execution and management of projects of a similar nature, and bidders must provide a reference (letters).</u>		
<u>5+ reference letters</u>	<u>30</u>	-
<u>3-4 reference letters</u>	<u>20</u>	-
<u>1-2 reference letters</u>	<u>10</u>	-
<u>No reference</u>	<u>0</u>	-
<u>Sub-total</u>	<u>30</u>	-
<u>Project Team skills and experience</u>		
<u>PROGRAMME MANAGER: Qualification and experience</u>		
<u>Qualification</u>		
<u>Degree qualification (NQF 7)</u>	<u>5</u>	-
<u>No Qualification</u>	<u>0</u>	-
<u>Relevant Experience</u>		
<u>10+ Years' Experience</u>	<u>5</u>	-
<u>Less than 10 years</u>	<u>0</u>	-
<u>Sub-total</u>	<u>10</u>	-
<u>COORDINATOR- BUSINESS DEVELOPMENT: Qualification and experience</u>		
<u>Qualification</u>		
<u>Degree/diploma (NQF 6)</u>	<u>5</u>	-
<u>No Qualification</u>	<u>0</u>	-
<u>Relevant Experience</u>		
<u>5+ Years' experience</u>	<u>5</u>	-
<u>Less than 5 years Experience</u>	<u>0</u>	-
<u>Sub-total</u>	<u>10</u>	-

<u>Criterion:</u>	<u>Maximum Points</u>	<u>Evaluator assessment</u>
<u>COORDINATOR - STRATEGIC PARTNERSHIPS AND STAKEHOLDER RELATIONS: Qualification and experience</u>		
<u>Qualification</u>		
<u>Degree/Diploma (NQF 6)</u>	<u>5</u>	-
<u>No Qualification</u>	<u>0</u>	-
<u>Relevant Experience</u>		
<u>5+ Years' experience</u>	<u>5</u>	-
<u>Less than 5 years' Experience</u>	<u>0</u>	-
<u>Sub-total</u>	<u>10</u>	-
<u>GENERAL AND FINANCIAL ADMINISTRATOR (ASSISTANT) : Qualification and experience</u>		
<u>Qualification</u>		
<u>Degree/diploma (NQF 6)</u>	<u>5</u>	-
<u>No Qualification</u>	<u>0</u>	-
<u>Relevant Experience</u>		
<u>5+ Years' experience</u>	<u>5</u>	-
<u>Less than 5 years' Experience</u>	<u>0</u>	-
<u>Sub-total</u>	<u>10</u>	-
<u>Total Evaluation Score</u>	<u>100</u>	-
<u>Minimum passing score</u>	<u>80</u>	-