



KWAZULU – NATAL FILM COMMISSION

BID NO: KZNFILM - T02/2023/24- APPOINTMENT OF A SUITABLE AND CAPABLE SERVICE PROVIDER FOR SUPPLY AND LETTING OF SUITABLE OFFICE ACCOMMODATION TO THE KWAZULU-NATAL FILM COMMISSION.

KWAZULU – NATAL FILM COMMISSION

10th floor Musgrave Towers
115 Musgrave Road
Durban
4001

Contact: Olivia Manjate

Telephone: 031 003 9000

Email: tenders@kznfilm.co.za

PLEASE NOTE THAT THIS BID IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY.

Specific Goals will be applicable for this Tender process.

| | Specific Goals | Specific Goals |
|---|----------------|----------------|
| Price | 80 | 90 |
| Ownership Goals - | | |
| • At least 51% Black Africans, Indians or Colored owned companies | 10 | 5 |
| • Enterprises located in KwaZulu-Natal (KZN) | 10 | 5 |
| Total | 100 | 100 |

A tenderer must claim for both Preferential Points (80/20 or 90/10), as the tender will be awarded to the lowest acceptable tender.

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

VALIDITY: 90 DAYS

TOTAL PRICE R.....

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**SECTION A: BID
NOTICE**

| | | | | | | | | | | | |
|--------------------------------|--|---|---|--|---|---|---|---|---|------|-------|
| Bid description | SUITABLE AND CAPABLE SERVICE PROVIDER FOR SUPPLY AND LETTING OF SUITABLE OFFICE ACCOMMODATION TO THE KWAZULU-NATAL FILM COMMISSION. | | | | | | | | | | |
| Bid number | KZNFILM - T02/2023/24 | | | | | | | | | | |
| Name of institution | KwaZulu-Natal Film Commission | | | | | | | | | | |
| Closing date and time | Date | 2 | 3 | 0 | 5 | 2 | 0 | 2 | 3 | Time | 11:00 |
| Contact details | Postal address | | | PO Box 50936, Berea, Durban,4062 | | | | | | | |
| | Physical address | | | Musgrave Towers, 115 Musgrave Road, 10th Floor Durban, 4001 | | | | | | | |
| | Tel | | | 031 003 9000 | | | | | | | |
| | Fax | | | N/A | | | | | | | |
| | email | | | tenders@kznfilm.co.za | | | | | | | |
| | Contact person | | | Olivia Manjate | | | | | | | |
| Where bids can be collected | Documents can be downloaded from the KwaZulu-Natal Film Commission website on www.kznfilm.co.za or on the E-Tender Portal at no cost. | | | | | | | | | | |
| Where bids should be delivered | Tender Box: Musgrave Towers, 115 Musgrave Road, 10th Floor Durban, 4001 | | | | | | | | | | |
| Category (refer to annexure A) | General | | | | | | | | | | |
| Sector | Services: Professional | | | | | | | | | | |
| Region | KwaZulu-Natal | | | | | | | | | | |

| | | |
|---|------------------------|---|
| NON-COMPULSORY BRIEF SESSION Microsoft Teams Link can also be requested by sending an email to tenders@kznfilm.co.za | Date | 15 May 2023 |
| | Time | 11H00-12H30 |
| | (Microsoft Teams) Link | https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY5Mze1YjQZm00Yi00YTU2LWl4YWYiNzQ2Y2FjODE3MGY3%40thread.v2/0?context=.%7b%22Tid%22%3a%222ba6c54c-1633-4b96-88d6-0b988a6c1506%22%2c%22Oid%22%3a%220bb3f074-0e1e-40b1-94e7-942a63a6c5c2%22%7d |

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid/quotation other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of proposals, and no proposals found in any other box or elsewhere subsequent to the closing date and time of the bid proposal will be considered.
9. No bid proposal sent through the post will be considered if it is received after the closing date and time stipulated in the bid proposal documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid proposal submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid proposal documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

Table 1: Compulsory Returnable

| ANNEXURE | ITEM |
|-----------------|---|
| Section D | Registration on the National Treasury Central Suppliers Database |
| Section E | Invitation to Bid (SBD 1) |
| Section F | Bidders Disclosure (SBD 4) |
| Section G | Instruction to Bidders |
| Section H | Supply Chain Management Procedures |
| Section J | Authority to Sign the Bid (Resolution Letter (s)) |
| Section K | Certification of Correctness of Information Supplied in this Document |
| Section L | The National Industrial Participation Programme |
| Section M | SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement |
| Page 62-64 | Refer to page 62 - 64 for listed Technical Compulsory Returnables |

Table 2: Non- Compulsory Returnable

| ANNEXURE | ITEM |
|-----------------|---|
| Section I | Official Briefing Session/Site Inspection Certificate |
| Section N | Tax Compliance Status Verification Pin |
| Section O | Company Registration Certificate/Agreement/ID Document |
| Section P | Central Supplier Database Summary report |
| Page 66 - 68 | Refer to Pages 66 – 68 for Technical Non-compulsory Returnables |

SECTION D

REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury SCM Instruction No 4A of 2016/2017, all suppliers of goods and services are required to register on the National Treasury Central Suppliers Database, before any procurement related activities can commence.
2. If you wish to apply for online registration, use the following website, <https://secure.csd.gov.za/>,
3. The supplier/service provider must register on the National Treasury Central Supplier's Database.

SECTION E
PART A INVITATION TO BID

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

| | | | | | |
|-------------|--|---------------|--|---------------|--|
| BID NUMBER: | | CLOSING DATE: | | CLOSING TIME: | |
|-------------|--|---------------|--|---------------|--|

DESCRIPTION

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON

CONTACT PERSON

TELEPHONE NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

| | | | | | |
|--|--|--|---|--|--------------------------|
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER 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] | | | |
| <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p> |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> | | | |

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

..... CAPACITY UNDER WHICH THIS BID IS SIGNED:
.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SECTION F
BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

- 2.2.1 If so, furnish particulars:

.....

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

.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

| | |
|-----------|----------------|
| <hr/> | |
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

DEFINITIONS

1. DEFINITIONS

1.1 “KZNFC” means the KwaZulu-Natal Film Commission

1.2 “Head” means the officer appointed to the post of Head of the KZNFC, who has signed this contract and shall include any person acting in that capacity.

1.3 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc.

whose quotation for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.

1.4 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.

1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

SECTION G - INSTRUCTION TO BIDDERS

2. INSTRUCTION TO BIDDERS

- 2.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.
- 2.3 The service provider must fully complete all the relevant sections in the bid proposal document failure to complete the relevant sections will results in bid proposal disqualification.
- 2.4 Service providers to ensure that all Tax matters are in order.
- 2.5 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZNFC in this assignment.
- 2.6 KZNFC will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.7 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZNFC to replace them. Such permission will only be granted in exceptional circumstances.
- 2.8 The cost of preparing proposals and of negotiating the contract is not reimbursable.
- 2.9 KZNFC is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.
- 2.10 KZNFC reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.11 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.12 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZNFC, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.13 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZNFC and be the property of KZNFC.
- 2.14 All information documents, records and books provided by KZNFC to any service provider in connection with the proposal or otherwise are strictly private and confidential.

- 2.15 Any proposer to any third party shall not disclose them, except with the express consent of KZNFC, which shall be granted in writing prior to such disclosure. KZNFC however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.16 KZNFC requires no bid surety, but services providers should note that KZNFC reserves the right to review this position at contractual stages.
- 2.17 KZNFC reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.18 KZNFC reserves the right to visit the premises of the short listed service providers prior to the assignment being awarded and after the contract has been signed.

2.2 EQUIPMENT

Cell phones and any other equipment, where required, must be provided at own cost by the service provider. All official cell phone calls will only be reimbursed by the Commission if supported evidence is provided.

2.3. LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

2.4. PAYMENT

Once a contract is awarded the supplier must complete a Bank Form available from the Commission. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

SECTION H– SUPPLY CHAIN MANAGEMENT PROCEDURES

3. SUPPLY CHAIN MANAGEMENT PROCEDURES

3.1 PROCEDURES FOR SUBMISSION

- 3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the Bid Box by deadline date and time.
- 3.1.2 Bids proposals are late if they are received at the address indicated in the bid documents after the closing date and time.
- 3.1.3 A late bid proposal shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late bids proposals are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the bid proposal reference number as well as the name of the project is clearly written in bold on the envelope.

3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

3.2.1 The KZNFC will verify the following information of the National Treasury Central Suppliers Database.

- a) Business registration, including details of directorship and membership;
- b) Bank account holder information;
- c) In the service of the state status;
- d) Tax compliance status;
- e) Identity number;
- g) Tender defaulting and restriction status; and
- h) Any additional and supplementary verification information communicated by the National Treasury.

3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

3.4 JOINT VENTURES

3.4.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

3.4.2 Should this bid proposal be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the bid proposal document before the closing date and time? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

3.5 EQUAL BID PROPOSALS

In the event that two or more bids have equal total points in all respects, the Adjudication shall be decided by the drawing of lots.

3.6 ELECTRONIC PAYMENTS

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the KZNFC. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

3.8 APPEALS PROCESS

All service providers are advised to refer to KZN SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. www.kzntreasury.gov.za

3.10 COMMUNICATION

All correspondence with regard to this bid must be addressed or hand delivered to the:

The Accounting Officer

Supply Chain Unit

KWAZULU – NATAL FILM COMMISSION

10TH FLOOR MUSGRAVE TOWERS

115 MUSGRAVE ROAD

DURBAN

400

SECTION I-OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/building/institution involved: KwaZulu – Natal Film Commission

Bid No: KZNFILM - T02/2023/24

**APPOINTMENT OF A SUITABLE AND CAPABLE SERVICE PROVIDER FOR
SUPPLY AND LETTING OF SUITABLE OFFICE ACCOMMODATION TO
THE KWAZULU-NATAL FILM COMMISSION.**

NON-COMPULSORY BRIEFING SESSION (MICROSOFT TEAMS)

DATE & TIME: 15 May 2023 @ 11H00-12H30

VENUE: Microsoft Teams

Microsoft Teams Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY5Mzc1YjQlZmQ0Yi00YTU2LWI4YWYtNzQ2Y2FjODE3MGY3%40thread.v2/0?context=%7b%22Tid%22%3a%222ba6e54c-1633-4b96-88d6-0b988a6c1506%22%2c%22Oid%22%3a%220bb3f074-0e1e-40b1-94e7-942a63a6c5c2%22%7d

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF
OF..... ATTENDED THE OFFICIAL BRIEFING ON.....
(DATE) AND

IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE
SERVICE TO BE RENDERED.

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

DATE:

**A MICROSOFT TEAMS REGISTER WILL BE ATTACHED BY A KZNFC
REPRESENTATIVE TO VERIFY ATTENDANCE**

SECTION J
AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs/Miss..... (whose signature appears below) has

been duly authorised to sign all documents in connection with this bid on behalf
of (Name of Company)

.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESS: 1.....

WITNESS: 2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business

Tradingas.....

.....

SIGNATURE

DATE

(PRINT NAME)

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

.....

.....

.....

.....

.....

.....

.....

.....

We, the undersigned partners in the business trading as.....

hereby authorizedto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....

.....

SIGNATURE

SIGNATURE

(PRINT NAME)

(PRINT NAME)

(PRINT NAME)

.....

.....

DATE

DATE

DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose
signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of
(Name of
Close Corporation).....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME) IN HIS/HER CAPACITY AS DATE:

.....

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on
20..... at

.....Mr/Mrs/Miss....., whose signature
appears below,

has been authorised to sign all documents in connection with this bid on behalf of (Name of
cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME **IN** **BLOCK** **LETTERS:**

.....

WITNESSES: 1

2

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.**

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners

on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....

.....Mr/Mrs/Miss.....and

Mr/Mrs/Miss..... (Whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:
.....

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.**

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Miss.....(
whose

signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium).....

IN **HIS/HER** **CAPACITY**
AS:.....

SIGNATURE:..... **DATE:**.....
(PRINT NAME)

SECTION K
CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

1. The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
2. If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS..... DAY OF..... 20.....
AT.....

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

.....
NATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION L- THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME SBD 5

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful

bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394

1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation.
- b. the contractor and the DTI will sign the NIP obligation agreement.
- c. the contractor will submit a performance guarantee to the DTI.
- d. the contractor will submit a business concept for consideration and approval by the DTI.
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing
date:.....
Name of bidder.....
Postal address
.....
Signature..... Name (in print)
.....
Date.....

SECTION M

SBD 6.1

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**

- a) Either the 90/10 or 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 | 90 or 80 |
| SPECIFIC GOALS | 10 or 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that 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.

(Note to organs of state: Where either the 90/10 or 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 (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| 10 | 90 | | | |
| 20 | | 80 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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:

.....

.....

.....

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- a) “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- b) “Contract” means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) “Contract price” means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- d) “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.
- e) “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- f) “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.
- g) “Day” means calendar day.
- h) “Delivery” means delivery in compliance with the conditions of the contract or order.
- i) “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- j) “Delivery into consignees store or to his site” means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- k) “Dumping” occurs when a private enterprise abroad market its goods and services 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.
- l) “Force majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- m) “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.
- n) “GCC” means the General Conditions of Contract.
- o) “Goods” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- p) “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 Contractor 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 supplies covered by the bid will be manufactured.
- q) “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- r) “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- s) “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- t) “Project site” where applicable, means the place indicated in bidding documents.
- u) “Province” means the procuring KZNFC, incorporating the KwaZulu-Natal Provincial Legislature.
- v) “Republic” means the Republic of South Africa.
- w) “SCC” means the Special Conditions of Contract.
- x) “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 Contractor covered under the contract.
- y) “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.

- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.

- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and

- 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars

of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period

5. PATENTS

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

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

6. PACKAGING, MARKING AND DELIVERY

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.

6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the

Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price.

No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.

6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:

6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;

6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or

6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.

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

7. CONSIGNMENT OF GOODS

7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.

7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor

8. PAYMENT

8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfillment of other obligations stipulated in the contract.

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

8.3 Payments will be made in Rand unless otherwise stipulated.

8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the KZNFC and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid; the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the

Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage

as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the

Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the

Province may, without prejudice to any other rights it may have, exercise any of the following options :

- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.1.4 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to
the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.1.5 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy

which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.2 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

18.1 When orders are placed for goods in respect of which an export license from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such license;

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

19.1 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.

19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the KZNFC inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period.

Secondly, where the inspection results are to be submitted with the bid document.

20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of organisation acting on its behalf.

20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available

apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.

20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.

20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

20.6 Goods and services which do not comply with the contract requirements may be rejected.

20.7 Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The

Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or

its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the

Contractor's expense, be returned to the Province forthwith.

- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.

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

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

- 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 Contractor of any warranty obligations under this contract; and
- e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.

30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

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

- a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
- b) In the event of termination of production of the spare parts:

- I. Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
- II. Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

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 collective 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 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.

36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION I: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

SECTION N: TAX COMPLIANCE STATUS VERIFICATION PIN

SECTION O: COMPANY REGISTRATION CERTIFICATE/AGREEMENT/ID DOCUMENT

SECTION P: PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

ANNEXTURE C: TERMS OF REFERENCE

KWAZULU-NATAL FILM COMMISSION

TERMS OF REFERENCE

OFFICE ACCOMMODATION

Invitation to Tender –

Full Description: Suitable and capable service providers invited to bid for Supply and letting of suitable Office Accommodation to the KwaZulu-Natal Film Commission.

Procurement of suitable office of the extent of **4592m² assignable space** with **20 – 25% unassignable space plus 150 secure parking bays** (150 Under Cover inclusive of 10 Disabilities Bays) for a period of 05 Years.,

KZN FILM reserves the right to withdraw or cancel the bid at any stage in terms of SCM policy.

1 BACKGROUND

INFORMATION

1.1. ACRONYMS

| | |
|-----------------|--------------------------------|
| NFVF | National Film Video Foundation |
| KZN FILM | KwaZulu-Natal Film Commission |
| KZN | KwaZulu-Natal |
| PFMA | Public Finance Management Act |
| SLA | Service Level Agreement |
| TKZN | Tourism KwaZulu-Natal |
| TOR's | Terms of Reference |
| M | Meters |
| KM | Kilometer |

1.2. INTRODUCTION

The **core functions** of the entity are as follows:

- 1) Market and promote the tourism sector and audio-visual industry;
- 2) Facilitate the development of the tourism sector and audio-visual industry;
- 3) Create an enabling environment for sustainable job creation in tourism sector and audio-visual industry; and
- 4) Address historical imbalances in infrastructure and distribution of skills and resources in the tourism sector and audio-visual industry in the province.

1.3 Motivation: Why is this Project Important?

- The KZN FILM requires adequate office space **4592m²** with 150 covered parking bays, within the 8km radius of the Durban Market of Warwick to be able to accommodate all its employees and additional space for other film industry related activities. The appointed service provider will be expected to refurbish the office space as per the KZN FILM's requirements and be ready for occupancy by the 1st of January 2024.

2. MANDATORY RESPONSE REQUIREMENTS

2.1 The bidder's proposals must include the requirements outlined herein, failure to do so will result in the **DISQUALIFICATION** of the bid.

| MANDATORY REQUIREMENTS | Comply Yes/No |
|--|------------------|
| <p>1. PROPERTY OWNERSHIP</p> <p>Bidder should ideally be the owner of the property offered. If not, the owner must provide the power of attorney to act on his/her behalf and a copy of the power of attorney must be included in the submission of the bid.</p> <p>A signed deed of sale agreement will be considered for property that is in the process of being purchased by one entity to another.</p> <p>Compliance requirements:</p> <ul style="list-style-type: none"> i) Certified copy of the Title Deed/Certified Windeed printout (KZN FILM reserves the right to verify the correctness of windeed printout) if owner is directly bidding <i>or</i>; ii) Attach both certified copy Title Deed <i>and</i> copy of Power of Attorney/ signed mandate letter/lease agreement if bidding as an agent/broker/independent company using another person's property <i>or</i> iii) Copy of fully signed Sale Agreement, together with the Tittle Deed of the current owner of the building if is in the process of building purchased as well as the certified copies of Identity Document for both the bidder and the owner(s) of the property. | |
| <p>2.PROPERTY SIZE AND SPACE PLANNING REQUIREMENTS</p> <p>The building must comprise a minimum of 4592m² usable space and 20 – 25% unassignable space; Gross Lettable Area (GLA) depending on the configuration, measured according to the latest SAPOA Method for Measuring Floor Areas (MOMFA) for Offices.</p> <p>The bidder must provide a space planning proposed layout as per the KZN FILM needs, refer to section R</p> <p>Annexure required:</p> <ul style="list-style-type: none"> I. Bidder to provide letter from registered architect confirming the minimum gross lettable area. II. Plan to also depict the Emergency and Evacuation Routes/points including assembly point. III. Both the above mentioned plans to be signed off by the Professional Architect. | |

3. PROVISION OF PARKING

3.1 The Bidder must submit a parking plan, signed off by the Professional Architect, indicating the availability of required parking bays.

PARKING REQUIREMENTS :

- Total Parking required is 150 parking bays.

Required Parking bays to be provided on site 150 made up of the following categories

| | Type of parking | Quantity |
|--|-----------------------------------|----------|
| | Undercover | 140 |
| | Bays for people with Disabilities | 10 |

- Alternative parking requirements:

In the event where the required 150 parking bays are not available on offered building, the bidder must have at least 50% of the required parking bays inclusive of the disabled parking on site and the balance of 50% parking bays can be provided offsite. However, they should be within 50m radius from offered building. The security of staff should be taken in to consideration when walking to the parking.

| | Type of parking | Quantity |
|--|-----------------|----------|
| | Undercover | 150 |

Compliance requirements:

- If the offered parking bays are not in the same building the bidder must provide proof of address for offered off-site parking
- Google road Maps print out indicating the distance between offered building and offsite parking.
- The bidder must provide layout plans for off-site parking clearly indicating the allocation of the parking bays
- Ideally the bidder should be the owner of the offsite parking's. If the bidder is the owner of the offsite parking, the proof must be provided.
- If the Bidder will be leasing the off-site parking bays from another service provider and sub-let them to the KZN FILM, the proof of the lease agreement or the letter of intent signed by both the owner and the bidder must be provided together with copy of the title deed and id copy of the owner of the parking
- The off-site parking must be fully secured with access control or 24 hours security guards.

| | |
|--|--|
| <p>4. BUILDING SUPPORT SERVICES-</p> <p>4.1 Business Continuity Plan signed by the Bidder with the following;</p> <p>i) Water (back-up water tank for a 12 hour period to service toilets; available drinking water in the instance of disruption of municipal services).</p> <p>ii) Electricity (provision of fully functional back up electricity supply that will services the server room and all electronics in the event of municipal disruption or loadshedding).</p> <p>If the above requirement is not fully complied with at the time of bidding, the Bidder must submit a letter of Commitment that confirms the provision of potable back up water and electricity supply, which will be made available prior to the KZNFILM taking occupation of the building.</p> <p>4.2 Latest Occupation Certificate of the Offered Building if it is an existing building that was previously occupied. If it is a partially constructed building, this will not apply however, this certificate will be required prior to occupation.</p> <p>4.3 Bidders must provide a letter from the Fire Department confirming full fire compliance of the offered premises.</p> <p>If the offered premises is partially constructed building, this will not apply however, this certificate will be required prior to occupation, however, bidder must supply municipal approved plans for the building.</p> <p>NB: The KZN FILM reserve the right to withdraw or cancel the award at any stage should the bidder fail to comply with these above requirements.</p> | |
| <p>5. ZONING OF PREMISES</p> <p>Buildings must be zoned either; Commercial; Office or Public Buildings</p> <ul style="list-style-type: none"> • Bidder must provide Town planning certificate from eThekweni Municipality confirming the zoning | |
| <p>6. LOCATION OF PREMISES</p> <p>The offered building must be within 8km radius from the Durban Market of Warwick</p> <p>Compliance Requirements:</p> <p>(i) Google Road Maps satellite print out indicating the requirement.</p> | |

SECTION Q

1. Terms of Reference / Specifications

1) SPECIFICATION

1.1 Description of Service:

For The Supply and Letting to the Kwazulu-Natal Film Commission of Lettable Area Sufficient to Accommodate **Suitable Offices as per table below for a period of 5 Years.**

| Descriptions |
|--|
| Ensure completion of the office space and that it is ready for occupation on 01 January 2024 |
| Building usable space must be approximately 4592m ² square meters with 1361m ² on different level/ floor/ building and 150 covered parking bays. |
| It should be able to accommodate a 50 seater cinema room. |
| It should make provision for a training/meeting room. The space should accommodate at least 200 individual school style desks, with lounge area that is +/- 150 square meters. |
| Production Edit Suite with three individual booths. |
| It should include a sustainable system of passive climate control and lighting through sun control and natural ventilation. Air-conditioning should be controlled in various zones (decentralised). |
| Design should address lighting, indoor environmental pollutants, comfort factor, external views and noise levels to ensure a working environment that increases productivity and reduces the occurrence of sick building syndrome. |
| It should have a back-up power system to kick in during power cuts. |
| It should allow KZN FILM to put up signage in strategic positions on the building to make the organisation visible to the public. |
| It should make provision for adequate kitchen/s and bathroom/s space to cater for our staff establishment. |
| All aspect of the building should be fully accessible to people with physical disabilities e.g. wheelchair bound persons. |
| The building should be within 8km radius of the Durban Market of Warwick. |
| Be a new or existing building with a rating of P or A as per SAPOA requirements. The building must be fully serviced, must have covered secure parking, environmental energy saving systems such as air-conditioning and lights. |

Accommodation proposed layout / refurbishment (if existing)

It must be noted that the time provided for the refurbishment of existing buildings is not to **exceed 03 Months** from date of sign off on layout plans. Sign off on plans should not be unreasonably delayed.

1.2 Project Background:

The purpose of this request is to solicit bids from interested BIDDERS in order to provide suitable office accommodation for KwaZulu-Natal Film Commission and Tourism KwaZulu-Natal who are in the process of merging.

Currently the Offices are housed in two different locations in Durban, Musgrave Office Towers, 115 Musgrave Road, Berea, Durban and Ithala Trade Centre 29 Canal Quay Road, Point, Durban.

Bidders are therefore requested to submit bids for existing or new buildings to sufficiently and suitably accommodate this functional needs as per the below scope/specification.

1.3 Detailed Project Scope of Works:

| | |
|----|--|
| | <u>NOTE:</u> The Following documents will be required prior to occupation (KZN FILM reserves the right to withdraw/cancel the award should the bidder fail to comply with this requirement). |
| 1 | Electricity compliance Certificate |
| 2 | Fire Regulation - compliance Certificate |
| 3 | Health and Safety compliance Certificate |
| 4 | Occupation certificate |
| 5 | Certificate Of Compliance To The National Building Regulations |
| 6 | Plumbing Compliance certificate |
| 7 | Mechanical compliance certificate |
| 8 | Lift servicing certificate |
| 9 | Fire Refuge Room (for multi-story building as per SANS) |
| 10 | MSDS for painting |
| 11 | Glazing certificate for windows |
| 12 | AAAMSA Certificate |
| 13 | Fire Doors certificates for fire escape doors |
| 14 | And any other legally required certification. |

1.4 Duration:

PERIOD OF LEASE: 5 years.

OFFER TO LEASE

1. TENDERER / LESSOR / AGENT / TRUSTEE DETAILS

NAME OF TENDERER _____

COMPANY _____

POSTAL ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

CONTACT PERSON _____

2. PARTICULARS OF THE PREMISES OFFERED

| <u>No.</u> | <u>Description</u> | <u>Response</u> |
|------------|---|-----------------|
| 1. | Name Of Building | |
| 2. | Street Address Of Building | |
| 3. | Erf Number/Registered Property Description | |
| 4. | Title Deed Number Of Property Offered (Attach A Certified Copy Of Title Deed At Time Of Bid Closing) | |
| 5. | Total Area (M ²) Offered (Lettable Area) | |
| 6. | Lease Period | 5 YEARS |
| 7. | Brief Details Of Improvements | |
| 8. | Brief Details Of Fixtures And Fittings | |
| 9. | Finishes (As Is): Floor Walls Ceilings | |
| 10. | Air conditioning (Central/Console/Other) Maintenance Agreements & Plan To Be Attached | |
| 11. | Lifts Available (Indicate Yes/No) Maintenance Agreements & Plan To Be Attached | |
| 12. | Cost Of Annual Property Rates | |
| 13. | Vat Number | |
| 14.. | Monthly Operating Costs Proportionate To The Area Offered For Which The User, KZN FILM, will Be Responsible For To The Landlord Upon Receipt Of An Invoice Are Only For: - Water - Electricity - Sewer | |
| 15. | The Responsibility To Maintain The Exterior Will Be For The Account Of The Landlord. Proper Facilities Management Agreements To Be Attached. | |

3. DECLARATION

I, the undersigned, herewith declare that I have taken cognisance of the details, conditions and requirements contained in all the documentation attached to this offer form and I herewith offer, in accordance with such conditions, the accommodation/building to let.

SIGNATURE: _____

PLACE: _____

DATE: _____

SECTION R

4. Detailed Specification (Please refer to next page)

| SPECIFIED NEED FOR ASSIGNABLE OFFICE SPACE | No of Units | No of Offices | Dept. request in m2 | TOTAL M ² |
|---|-------------|--------------------|---------------------|--------------------------|
| | | | | |
| KZNFILM AND TKZN | | | | |
| Individual Executives Private Offices | 10 | 10 | 10x35m ² | 350m ² |
| (EA) Executive Assistants (Number to be confirmed) | 10 | 10 | 10x16m ² | 160m ² |
| Main executive boardroom (50 seater) | 1 | 1 | 1x105m ² | 105m ² |
| Main Executives Boardroom (25 Seater) | 1 | 1 | 1x50m ² | 50m ² |
| Server Room | 1 | 1 | 1x30m ² | 30m ² |
| IT Storeroom (with shelving) | 1 | 1 | 1x30m ² | 30m ² |
| Research Resource Centre | 1 | 1 | 1x45m ² | 45m ² |
| SCM Filing Storage | 1 | 1 | 1x20m ² | 20m ² |
| Finance Filing Storage | 1 | 1 | 1x45m ² | 45m ² |
| Marketing Distribution Storage | 1 | 1 | 1x200m ² | 200m ² |
| Asset Management Storage | 1 | 1 | 1x45m ² | 45m ² |
| Bulk Cleaning Storage | 1 | 1 | 1x10m ² | 10m ² |
| Cleaners equipment storage (per floor) | | | | 5m ² |
| 15 Business Unit Open Plan Offices plus (10 personnel per unit) | 15 | 10x8m ² | 15x80m ² | 1200m ² |
| 15 Business Unit Manager office (1 per unit) | 15 | 15 | 15x20m ² | 300m ² |
| Kitchen/s (per floor) | | | | 8m ² |
| 5 Managers | 5 | 5 | 5x24m ² | 120m ² |
| 5 Junior managers | 5 | 5 | 5x20m ² | 100m ² |
| Canteen (1 per floor) | | | | 32m ² |
| Reception Area | 1 | 1 | 1x20m ² | 20m ² |
| Waiting Area | 1 | 1 | 1x25m ² | 25m ² |
| x1 Meeting Room (15 seater) | 1 | 1 | 1x45m ² | 45m ² |
| x2 Meeting Rooms (10 seater) | 2 | 2 | 2x25m ² | 50m ² |
| x3 Meeting Rooms (3-5 seater) | 3 | 3 | 3x12m ² | 36m ² |
| Individual Storages | 5 | 5 | 5x20m ² | 100m ² |
| Creative Corner for Marketing | 1 | 1 | 1x40m ² | 40m ² |
| Archive Room | 1 | 1 | 1x40m ² | 40m ² |
| Sick Bay | 1 | 1 | 1x20m ² | 20m ² |
| | | | | |
| Fire Refuge Room (on each floor for multi-story building as per SANS) | | | | |
| Male + Female Ablution Facilities (as per occupancy of each floor; SANS A and P) | | | | |
| SUB-TOTAL | | | | 3231m² |
| | | | | |
| FILM CLUSTER | | | | |
| Cinema (50 seater) - without fittings | 1 | 1 | 1x50m ² | 50m ² |
| Inter-leading Lounge | 1 | 1 | 1x192m ² | 192m ² |
| 1 Training Room (100 classroom style desks for 200 people) (1.5m ² per person) | 1 | 1 | 1x320m ² | 320m ² |
| Training Room Storage (3.6m ² per 10 Desks) | 1 | 1 | 1x50m ² | 50m ² |
| Animation Hub (Open Plan) | 1 | 1 | 1x200m ² | 200m ² |
| Edit Suite Booth – without fittings | 1 | 1 | 1x40m ² | 40m ² |
| Open Plan | 24 | 24 | 24x6m ² | 144m ² |
| Private Offices (Film makers offices) | 15 | 15 | 15x20m ² | 300m ² |
| Hot Desk Room | 2 | 2 | 2x30m ² | 30m ² |
| Meeting Room (10 people) | 1 | 1 | 1x25m ² | 25m ² |
| Kitchen | 1 | 1 | 1x10m ² | 10m ² |

| | | | | |
|--|--|--|--|--------------------------|
| | | | | |
| Male + Female Ablution Facilities (as per occupancy of each floor; SANS A and P) | | | | |
| SUB-TOTAL | | | | 1361m² |
| | | | | |
| Grand Total | | | | 4592m² |
| | | | | |
| | | | | |
| | | | | |
| TOTAL SPACE ASSIGNABLE REQUIRED | | | | 4592m² |
| 10 PARKING for disabled persons- | | | | |
| 140 PARKING-UNDERCOVER BAYS | | | | |
| <u>TOTAL : 150 PARKING BAYS</u> | | | | |

NB: Ablutions should be as per the SANS 10400 part P.

The design and the layout of the office, must have a fresh modern feel, with see through glasses.

- The Landlord is to ensure that there is available secured parking dedicated to the KZN FILM of 150 parking bays.
- Occupation of the premises to commence on the 1st of January 2024.
- Provide the proposed office design and layout according to the space requirements, a floor plan signed by an Architecture detailing the proposed layout is to be attached.
- Accessibility of the Office premises through public transport.
- Availability of IT Network and Telephone Service Connectivity.
- The Building must meet all the Health and Safety requirements, proof must be attached.
- Ensure that the building has basic services i.e. sewerage, waste, electricity and cleaning running water.

Lessors Signature

Date

SECTION S

5. SPECIFICATION OF MINIMUM REQUIREMENTS FOR WORK TO BE CARRIED OUT ON HIRED PROPERTIES.

STRUCTURAL

- 1 The Lessor is to reconfigure the premises to the KZN FILM's requirements.
- 2 All buildings are to be disable friendly including ramps for access to the buildings, toilets, parking etc, as per the SANS 10400 building code of practice.
- 3 The whole building to be repainted in an acceptable paint of a pastel shade. Paint to be of a durable washable SANS, as "Plascon", approved type.
- 4 All Structural steel including windows, burglar bars, door frames, etc to be painted which is to be applied as per the manufactures instructions.
- 5 All wood skirtings and wood paneling are to be varnished.
- 6 All new doors to sapele semi-solid varnished type.
- 7 Existing doors are to be of semi-solid type or better.
- 8 All damaged doors to be replaced and may not be patched.
- 9 All main entry doors to be electronically operated – electronic access control system.
- 10 All doors, passages to be numbered in Perspex type in a size 50mm high, 5mm thick and appropriate length.
- 11 All toilets, emergency escape doors, emergency exits, disabled toilets and disabled parking is to be adequately signed.
- 12 Partitioning for the construction of offices, storerooms etc, is to be of the "Rhino-Drywall" type complete with aluminium studs and Rhino-Wallboard on both sides. (Partitioning dismantled in the existing building may not be re-utilized.)
- 14 Ceilings are to be of a Gypsum "Rhinodek" type or other approved ceiling tiles on T38 exposed Tee suspension grid of pre-painted aluminium components. Ceiling boards that are dirty are to be cleaned. Ceiling boards that cannot be cleaned are to be replaced with new. Old ceiling boards are not to be reutilized. Patching will not be accepted.
- 15 Existing partitioning which is damaged may not be reused and is to be replaced with new throughout the damaged section.
- 16 All passages, registries and archives are to have vinyl tile flooring/carpeting tile.
- 17 Toilets are to be totally refurbished with new pans, wash hand basins, partitioning, and floor and wall tiles unless accepted by the KZN FILM project Manager. All toilet seats are to be of "ArmitageShanks Magnia ASA5101" type seats prior to occupation.
- 18 The building is to be fumigated for rodents, insects and rancid odours prior to the occupation of the building.
- 19 All external doors, PABX, file server rooms to be provided with a "Trellidor" or of similar quality security gate and electronic access control.
- 20 All ground floor level windows are to be supplied with "Trellidor" or of similar quality type burglar bars or equal.
- 21 All fire escapes/emergency exits are to conform to the relevant clauses of SANS code(s).
- 22 CONSTRUCTION AND APPEARANCE OF THE BUILDING:

The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the KZN FILM. The building must comply with the national Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. The building shall be fully accessible to the disabled and the facilities must be provided as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993). A certificate to this effect must be submitted.

23 REQUIREMENTS

- Natural light- to all offices.
- Natural ventilation to the offices.
- Shop front on the entrance.
- Ceiling height to be the minimum of 3m and maximum of 3.2m.
- Fully compliance to all disability requirements, elevator if applicable
- Ramps, ablutions, parking and paved pathways, service counter and light switches and sockets at a minimum height.

Lessors Signature

Date

**6. EXPERIENCE AND QUALIFICATION OF THE
SERVICE PROVIDER.**

The company or Institution:

6.1 Diagram/s of proposed layout of the needs of KZN FILM to be attached to the proposal.

7. TENDER REQUIREMENTS

7.1 STANDARD BID DOCUMENTATION

All bidders are required to complete the Standard Bid Documentation

7.2 PROJECT PROPOSAL

The project proposal will contain both the Technical and Financial Proposals. Each section will be broken down as follows:

7.2.1 TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal should comprise of the following:

- Building grading as per SAPOA standards: Bidder must provide a letter, not older than 12 months, issued by a professional Body in accordance with SAPOA requirements.
- Parking: Provision of adequate safe onsite parking as per requirements.
- Maintenance Plan: Bidder to submit a comprehensive plan detailing the maintenance scheduling of the building for the lease duration.
- Building Support Services: Back up water and electricity supply.

7.2.2 FINANCIAL PROPOSAL

The financial offer must contain a budget breakdown. The budget breakdown must include the following line items:

- All costs should be broken down in to number of years and an annual escalation cost % should be stated.
- All costs should be inclusive of VAT and conditional and/or unconditional discounts where applicable.

8. EVALUATION CRITERIA

Specific Goals will be applicable for this Tender process.

The bid for the appointment of each service provider will be evaluated on Mandatory requirements, functionality, preference point system and specific goals in accordance with the Preferential Procurement Regulation 2022.

MANDATORY REQUIREMENTS *(disqualifying requirement)*

- Proof of property ownership
- Town planning certificate from eThekweni Municipality confirming the zoning
- Google Road Maps satellite print
- Parking bays
 - i. If the offered parking bays are not in the same building the bidder must provide proof of address for offered off-site parking
 - ii. Google road Maps print out indicating the distance between offered building and offsite parking.
 - iii. The bidder must provide layout plans for off-site parking clearly indicating the allocation of the parking bays
 - iv. Ideally the bidder should be the owner of the offsite parking's. If the bidder is the owner of the offsite parking, the proof must be provided.
 - v. If the Bidder will be leasing the off-site parking bays from another service provider and sub-let them to the KZN FILM, the proof of the lease agreement or the letter of intent signed by both the owner and the bidder must be provided together with copy of the title deed and id copy of the owner of the parking
 - vi. The off-site parking must be fully secured with access control or 24 hours security guards.

EVALUATION ON FUNCTIONALITY

- The service provider must score a minimum of 70% in order to be evaluated further for price and preference points. *Refer to Annexure 1* below, for the information that must be provided and supported with documentation in order for the bid proposal to be evaluated and scored on Functionality.

APPLICATION OF PREFERENCE POINT SYSTEM AND SPECIFIC GOALS:

Either the 90/10 or 80/20 preference points system will be applicable for the evaluation of this process in accordance with the Preferential Procurement Regulations 2022.

| | Specific Goals | Specific Goals |
|--|----------------|----------------|
| Price | 80 | 90 |
| Ownership Goals | | |
| <ul style="list-style-type: none"> • At least 51% Black Africans, Indians or Coloreds owned companies | 10 | 5 |
| RDP Goals | | |
| <ul style="list-style-type: none"> • Enterprises located in KwaZulu-Natal (KZN) | 10 | 5 |
| Total | 100 | 100 |

Kindly Refer to Table 1 of SBD 6.1 of the Preference Claim Form to claim for Points.

Verification of Specific Goals:

1. **Ownership verification** will be conducted through submission of the Sworn Affidavit or BBBEE Certificate with a summary report
2. **Locality Verification** will be conducted through submission of Utility Bill or CSD report

A tenderer must claim for both Preferential Points (80/20 or 90/10), as the tender will be awarded to the lowest acceptable tender

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.

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.

For Technical Enquiries Contact: Sithembiso Gigaba

Email: SithembisoG@KZNFILM.co.za

For SCM Enquiries Contact: Mr. Sboniso Gama

Email: tenders@kznfilm.co.za

Minimum Required Score = 70%

ANNEXURE 1: EVALUATION GRID

| EVALUATION GRID: To seek a qualified service provider to rent out office premises to KZN FILM for a period of five (5) years. | Maximum | Score |
|--|---------|-------|
| Mandatory Criteria | | |
| <p>PROPERTY OWNERSHIP</p> <p>Bidder should ideally be the owner of the property offered. If not, the owner must provide the power of attorney to act on his/her behalf and a copy of the power of attorney must be included in the submission of the bid.</p> <p>A signed deed of sale agreement will be considered for property that is in the process of being purchased by one entity to another.</p> <p>Compliance requirements:</p> <ul style="list-style-type: none"> iii) Certified copy of the Title deed if owner is directly bidding <i>or</i>; iv) Attach both certified copy title deed <i>and</i> copy of power of attorney/ signed mandate letter, if bidding as an agent/broker/independent company using another person's, <i>or</i> iii) Copy of fully signed Sale Agreement | | |
| <p>LOCATION OF BUILDING</p> <p>Building needs to be located in Durban within 8Km radius of the Durban Market of Warwick, situated at 127 Johannes Nkosi St, Greyville, Durban, 4001 (address).</p> <p>Returnable: A Google Earth or GIS Print out clearly depicting compliance with the requirements.</p> | | |
| <p>PROPERTY SIZE AND SPACE PLANNING REQUIREMENTS</p> <p>The building must comprise a minimum of 4592m² plus 20% – 25 % no assignable space depending on the configuration, measured according to the latest SAPOA Method of Measuring Floor Areas (MOMFA) for Offices.</p> <p>The bidder must provide a space planning proposed layout as per the client's needs, refer Page 68 (Section R of bid document).</p> <p>Annexure required:</p> <ul style="list-style-type: none"> IV. Bidder to provide floor plans showing proposed layout in line with client specification and must also depict the Emergency and Evacuation Routes/points (see specification on page 68 Section R). A letter from registered architect confirming the minimum gross lettable area. V. Bidder to provide a letter confirming that the space offered meets the client's needs. | | |

| | | |
|---|-----------|--|
| VI. Both of the above to be signed off by a Registered Professional Architect. | | |
| ZONING OF PREMISES Buildings must be zoned either; Commercial; Office or Public Buildings Bidder must provide Town planning certificate from eThekweni Municipality confirming the zoning | | |
| CONDITION OF OFFERED BUILDING- <ul style="list-style-type: none"> • Latest Occupation Certificate of the Offered Building if it is an existing building that was previously occupied. • For newly constructed/under construction buildings; the Bidder needs to submit the Approved Plans by the Local Municipality. | | |
| Evaluation Requirements | | |
| Building grading as per SAPOA standards: Bidder must provide a letter, not older than 12 months, issued by a professional Body in accordance with SAPOA requirements. P grading = 40 A grading = 30 NB: Physical inspection of the building will be conducted to generate a technical report to evaluate the building by KZNFILM appointed architect. | 40 | |
| Parking: Provision of adequate safe onsite parking as per requirements. Lock-up - Undercover - Open - Indicate number of bays and categories If offered premises cannot provide for all onsite parking, a plan must be submitted with the bid indicating provision of remaining parking (not be more than 50% of the total required parking) which shall not be more than 50m away from the offered premises. 100% onsite parking = 20 50% parking provided off site = 10 | 20 | |
| MAINTENANCE PLAN - Bidder to submit a comprehensive plan detailing the maintenance scheduling of the building for the lease duration in respect of the following; <ul style="list-style-type: none"> (i) All categories (structural; mechanical; electrical; plumbing; upgrading of finishes, as required; etc) = 5 (ii) Plan to include projected Dates = 5 | 20 | |

| | | |
|---|------------|--|
| (iii) Provision for dealing with unplanned maintenance with turnaround time = 5 (iv) Facilities management plan = 5 | | |
| BUILDING SUPPORT SERVICES Business Continuity Plan signed by the Bidder in respect of the following; i) 5000 Liters PVC Water Tanks or provision of portable back-up water supply to service toilets; available drinking water in the instance of disruption of municipal services. ii) Generator for back up electricity source to supply the building offered in instance of Municipality service disruption. The Bidder must submit a letter of Commitment that confirms the provision of potable back up water and electricity supply, which will be made available prior to the client taking occupation of the building. 100% supply = 20 50% supply = 10 NB: Please note that the back up support services will be scored combined. | 20 | |
| | | |
| Overall total score | 100 | |

