



## KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

QUOTATION NUMBER: **Q 07 EDTEA 2022/2023**

QUOTATION DESCRIPTION: **APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT DIGITAL SKILLS TRAINING PROGRAMME FOR WOMEN IN BUSINESS.**

DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

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3200

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

**NB: Kindly Please also submit PROPOSAL stored in a Flash drive. Flash drives are non-returnable.**

**TABLE OF CONTENTS**  
**DOCUMENTATION TO BE SUBMITTED WITH QUOTATION**

**ANNEXURE A: STANDARD QUOTATION DOCUMENT**

**Section A**

**Part A:** Invitation to Quote

**Part B:** Terms and Conditions for Quotation

**Section B** Notice to Bidders

**Section C** List of all Returnable & Compulsory Documents

**Section D** Registration on the National Treasury Central Suppliers Database

**Section E** Bidder's disclosure

**Section F** Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017.

**Section G** Quotation Offer

**Section H** Price Schedule: Firm Prices – Purchases

Price Schedule: Non-Firm Prices – Purchases

Price Schedule – Professional Services

**Section I** Special Conditions of Contract

**Section J** Questionnaire Replies

**(Only to be included when bids for Goods are involved)**

**Section K** Authority to Sign a Quotation

**Section L** Conditions of Quotation

**Section M** Schedule variations from Goods or Services information

**(This form is to be used whenever it is applicable)**

**Annexure B** General Condition of contract

**Annexure C** Terms of Reference

**Annexure D** CV Format

**Annexure E** Statement of Exclusivity

**Annexure F** Evaluation Grid

Initial \_\_\_\_\_

**SECTION A**  
**PART A**  
**INVITATION TO QUOTE**

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
QUOTATION NUMBER:	Q 07 EDTEA 2022/2023	CLOSING DATE:	27 July 2022	CLOSING TIME:	15h00
DESCRIPTION	APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT DIGITAL SKILLS TRAINING PROGRAMME FOR WOMEN IN BUSINESS.				
<b>QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR FOYER					
270 JABU NDLOVU STREET					
PEITERMARITZBURG					
<b>QUOTATION PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Sthabile Khuzwayo		CONTACT PERSON	Ms Nonkonzo Nzama	
TELEPHONE NUMBER	033 264 2579		TELEPHONE NUMBER	033 264 2708	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sthabile.khuzwayo@kznedtea.gov.za		E-MAIL ADDRESS	Nonkonzo.nzama@kznedtea.gov.za	
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

Initial \_\_\_\_\_

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR QUOTING

#### 1. QUOTATION SUBMISSION:

- 1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL QUOTATION MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE QUOTATIONS DOCUMENT.**
- 1.3. THIS QUOTATION 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE QUOTATION.
- 2.5 IN QUOTATIONS 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 QUOTATIONS 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 QUOTATION INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS QUOTATION IS SIGNED:

.....

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

DATE:

.....

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE QUOTATION INVALID.**

## **SECTION B**

### **NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

PLEASE NOTE THAT THIS QUOTATIONS 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 forms be retyped or redrafted. Photocopies of the original quotation 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. Quotations submitted must be complete in all respects.
5. Quotations 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 quotation documents.
6. Each quotation shall be addressed in accordance with the directives in the quotation 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 quotation other than that shown on the envelope. If this provision is not complied with, such quotations may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotations. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation sent through the post will be considered if it is received after the closing date and time stipulated in the documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotations documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the Bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Use of erasable pen is prohibited.
15. Quotations will be opened in public as soon as practicable after the closing time of quotation.
16. Where practical, prices are made public at the time of opening quotation.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. The bidder must initial each and every page of the quotation document.

**SECTION C****LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS**

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
<b>Prospective Service Providers MUST complete the following as per the Quotation document:</b>							
<b>Section A</b>	<b>Invitation to Quotation</b>						
	National Treasury Central Suppliers Database Registration Number – completed.	<b>Yes</b>					
<b>Section B</b>	<b>Special Instruction to Bidders</b>	<b>Read Only</b>					
<b>Section C</b>	<b>List of all Returnable &amp; Compulsory</b>	<b>Yes</b>					
<b>Section E</b>	Bidder's disclosure – Completed and signed.	<b>Yes</b>	<b>Yes</b>				
<b>Section F</b>	The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000)	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Section G</b>	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017.			<b>Yes If Applicable</b>			
<b>Section H</b>	QUOTATION Offer	<b>Yes</b>	<b>Yes</b>				
<b>Section I</b>	<b>Pricing Schedule-Firm Prices</b>			<b>Yes</b>			
	<b>Price Schedule-Professional Services</b>			<b>Yes</b>			

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
Section J	Special Conditions of Contract	Read Only					
Section K	Questionnaire Replies - To be only included when Quotations for goods are involved.	No	No				
Section L	Briefing Session/Site Inspection Certificate - Confirmation of attending briefing session	Yes	Yes				
Section M	Declaration Certificate for Local Production and Content.	Yes If Applicable	Yes If Applicable				
Section N	Authority to Sign a QUOTATION DOCUMENT						
	Part A – Companies – Completed, Signed and Certified copy of <b>resolution personally</b> signed by the chairperson of board of directors attached	Yes If Applicable	Yes If Applicable				
	Part B – Sole Proprietor – Completed and signed	Yes If Applicable	Yes If Applicable				
	Part C – Partnership – Completed and signed by every partner	Yes If Applicable	Yes If Applicable				
	Part D – Close Corporation- Completed and signed, certified copy of founding statement and resolution by its members	Yes If Applicable	Yes If Applicable				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
	attached.						
	Part E- Co-operatives - Completed and signed, certified copy of the co-operative Constitution and resolution by its members attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part F – Join Venture – Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part G – Consortium - Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Section O</b>	Conditions of QUOTATION - Completed and signed.	<b>Yes</b>	<b>Yes</b>				
<b>Section P</b>	Schedule variations from Goods or Services information (to be used whenever it is applicable)	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Prospective Service Providers MUST provide the following as per the Mandatory Requirements:</b>							
	Certified ID Documents for Directors/Shareholders/Partners or Members	<b>Yes</b>	<b>No</b>				
	A certified copy of the consortium/joint venture agreement <b>must</b> accompany the	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				



Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
	QUOTATION document before the closing date and time of QUOTATION.						
	Directors of the quoting company/joint venture/consortium must attach certified copies of their ID documents to the QUOTATION.	<b>Yes If Applicable</b>	<b>No</b>				
<b>Documents Required for Evaluation of B-BBEE</b>							
	BBBEE Verification Certificate or original Sworn Affidavit from a recognized certification Institution. To be certified or original to be submitted.		<b>Yes</b>	<b>Yes, for the purpose of assessing Pre-qualification criteria</b>			
	Consortium or Joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture		<b>Yes</b>	<b>Yes, for the purpose of assessing Pre-qualification criteria</b>			

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
	Agreement will result in preference points not being allocated to all companies participating in the joint venture						

## SECTION D

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a quotation or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

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

**DATE:** .....

## SECTION E

## SBD 4

## BIDDER'S DISCLOSURE

## 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.

- **Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

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

- i. If so, furnish particulars:

.....  
.....

## 19. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- a. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10



or





Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5 BID DECLARATION

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

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

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

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

#### 7. SUB-CONTRACTING

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

**(Tick applicable box)**

Initial\_\_\_\_\_

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2VAT registration number:.....

8.3Company registration number:.....

8.4TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNATURE(S) OF BIDDERS(S)

DATE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION G**  
**QUOTATION OFFER**  
(To be completed by Bidder)

**QUOTATION NUMBER: Q 07 EDTEA 2022/2023**

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

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

**FOR OFFICE PURPOSES ONLY**

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

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

## SECTION H

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)

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

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

Name of bidder.....	Quotation number: <b>Q 07 EDTEA 2022/2023</b>
Closing Time : <b>15H00</b>	Closing date: <b>27 July 2022</b>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO.	QUANTITY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

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

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

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of bidder.....  
Closing Time **15H00**

Quotation number: **Q 07 EDTEA 2022/2023**  
Closing date: **27 July 2022**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO.	QUANTITY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF QUOTATION PRICE



**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE****(Professional Services)**

Name of bidder.....  
 Closing Time : **15H00**

Quotation number: **Q 07 EDTEA 2022/2023**  
 Closing date: **27 July 2022**

**OFFER TO BE VALID FOR 90 WORKING DAYS FROM THE CLOSING DATE OF QUOTATION.**

ITEM DESCRIPTION NO	QUOTATION PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------------------------	---

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
- Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

- Phases according to which the project will be completed, cost per phase and man-days to be spent

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
TOTAL: R.....			

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

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

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

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

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

## **SECTION I**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **SECTION 1 – DEFINITIONS**

##### **1. DEFINITIONS**

- 1.1 “Department” means the Department of Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, 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 2 - INSTRUCTION TO BIDDERS**

##### **2. INSTRUCTION TO BIDDERS**

- 2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.1.2 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.
- 2.1.3 The B-BBEE verification certificates must also be submitted together with the proposal.
- 2.1.4 The service provider must fully complete all the relevant sections in the quotation document failure to complete the relevant sections will results in quotation disqualification.
- 2.1.5 Service providers to ensure that all Tax matters to be in order.
- 2.1.6 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 KZNEDTEA in this assignment.
- 2.1.7 KZNEDTEA 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.
- 2.1.8 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZNEDTEA to replace them. Such permission will only be granted in exceptional circumstances.
- 2.1.9 The cost of preparing proposals and of negotiating the contract is not reimbursable.

- 2.1.10 KZNEDTEA 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.
- 2.1.11 KZNEDTEA 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.
- 2.1.12 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.
- 2.1.13 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 KZNEDTEA, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.14 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 KZNEDTEA and be the property of KZNEDTEA.
- 2.1.15 All information documents, records and books provided by KZNEDTEA to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.16 Any proposer to any third party shall not disclose them, except with the express consent of KZNEDTEA, which shall be granted in writing prior to such disclosure. KZNEDTEA however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.17 KZNEDTEA requires no quotation surety, but services providers should note that KZNEDTEA reserves the right to review this position at contractual stages.
- 2.1.18 KZNEDTEA reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.1.19 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.
- 2.1.20 KZNEDTEA 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.
- 2.1.21 For BIDs above R30 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

No.	CRITERIA	Not Applicable
1	an EME or QSE	Not Applicable
2	an EME or QSE which is at least 51% owned by black people	Not Applicable
3	an EME or QSE which is at least 51% owned by black people who are youth	Not Applicable
4	an EME or QSE which is at least 51% owned by black people who are women	Not Applicable
5	an EME or QSE which is at least 51% owned by black with disabilities	Not Applicable
6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	Not Applicable

7	a Cooperative which is at least 51% owned by black people	<b>Not Applicable</b>
8	an EME or QSE which is at least 51% owned by black people who are military veterans	<b>Not Applicable</b>

## 2.2. EQUIPMENT

Cell phones and any other equipment, where required, must be provided at own cost by the Contractor. All official cell phone calls will only be reimbursed by the Department 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 an Original Bas Entity Form available from the Department. 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 3 – 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/quotations are late if they are received at the address indicated in the BID/quotation documents after the closing date and time.
- 3.1.3 A late bid/quotation shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late quotations are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the quotation reference number as well as the name of the project or quotation is clearly written in bold on the envelope.

### 3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

- 3.2.1 The Department 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;
  - f) Tender defaulting and restriction status; and
  - g) 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.

### **3.3 GENERAL EVALUATION CRITERIA**

3.3.1 The Quotation Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a) The 80/20 preference point system is applicable to quotations\* with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included)
- b) The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included).
- c) Whether all the required information called for in the quotation document has been submitted by the bidder.
- d) Bids/quotations that fail to achieve the minimum qualifying score (60%) for functionality must be disqualified.
- e) Did the Bidder attend the site inspection if compulsory?
- f) Will the Bidder be in a position to successfully execute the contract?
- g) In terms of the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework ACT, No 5 of 2000, Cancellation and Re – Invitation of quotations can only happen if the following is not met.
  - Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or
  - Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or
  - No acceptable quotations are received. [If all quotations received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new quotations]; or
- h) There is a material irregularity in the tender process.

### **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 quotation be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the quotation document before the closing date and time of quotation? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.4.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company.
- 3.4.4 Failure to submit the joint venture Agreement will result in a company being disqualified.

### **3.5 EQUAL BIDS/QUOTATIONS**

In the event that two or more bids/quotations have equal total points, the successful quotations will be the one scoring the highest number of B-BBEE points. Should functionality be a part of the evaluation process and two or more Bidders score equal total points and equal B-BBEE points; the contract must be awarded to the tenderer that scored

the highest points for functionality. Should two or more bids/quotations be equal in all respects, the Adjudication shall be decided by the drawing of lots.

### 3.6 VALIDITY PERIOD AND EXTENSION THEREOF

- 3.6.1 The validity (binding) period for the quotation must be Ninety (90) days from close of bid/quotation. However, circumstances may arise whereby this KZN Department of Economic Development, Tourism and Environmental Affairs may request the Bidders to extend the validity (binding) period.
- 3.6.2 Should this occur, the KZN Department of Economic Development, Tourism and Environmental will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.
- 3.6.3 This request will be done before the expiry of the original validity (binding) period.

### 3.7 ELECTRONIC PAYMENTS

Once a contract is awarded the supplier must complete an Original BAS Entity Form available from the Department. 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](http://www.kzntreasury.gov.za)

### 3.9 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

- 3.9.1 The Bidder must furnish the following details of all current contracts:
- Date of commencement of contract/s;
  - Expiry date/s;
  - Value per contract; and
  - Contract details. That is, with whom held, phone number and address/s of the company.

### 3.10 PREQUALIFICATION CRITERIA

- 3.10.1 The following prequalifying criteria is applicable to this quotation

No.	CRITERIA	Not Applicable
1	<b>A tenderer having a stipulated minimum B-BBEE status level</b>	<b>Applicable</b>
1.1	If One (1) above is applicable please state B-BBEE Level	Level 1
2	<b>An EME or QSE</b>	<b>Applicable</b>
3	A tenderer subcontracting a minimum of 30% to:	
3.1	an EME or QSE	
3.2	an EME or QSE which is at least 51% owned by black people	
3.3	an EME or QSE which is at least 51% owned by black people who are youth	



3.4	an EME or QSE which is at least 51% owned by black people who are women	
3.5	an EME or QSE which is at least 51% owned by black with disabilities	
3.6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	
3.7	a Cooperative which is at least 51% owned by black people	
3.8	an EME or QSE which is at least 51% owned by black people who are military veterans	

#### **SECTION 4 - SPECIAL CONDITIONS OF CONTRACT**

#### **4. SPECIAL CONDITIONS OF CONTRACT**

##### **4.1 LIABILITY**

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

##### **4.2 INDEMNITY CLAUSE**

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

##### **4.3 PENALTIES**

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

##### **4.4 CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL**

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

##### **4.5 EXECUTION OF WORK**

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

##### **4.6 INSPECTION OF SITE**

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his quotation, as to the nature of the work amount of personnel required and material necessary to render the service as required in the quotation document.

##### **4.7 CARE OF THE WORKS**

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

#### **4.8 REMUNERATION**

- 4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.
- 4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

#### **4.9 TERMINATION OF SERVICES**

- 4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 4.9.3 KZNEDTEA reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 4.9.4 KZNEDTEA also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNEDTEA, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

#### **4.10 UNSATISFACTORY PERFORMANCE**

4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

4.10.2 Before any action is taken, the KZNEDTEA shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNEDTEA will:

- a) take action in terms of its delegated powers;
- b) make a recommendation for cancellation of the contract concerned.

#### **4.11. VAT**

- i. Quotation prices must be inclusive of VAT.
- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - a. The name, address and registration number of the supplier;
  - b. the name and address of the recipient;
  - c. an individual serialised number and the date upon which the tax invoice is issued;
  - d. a description of the goods or services supplied;
  - e. the quantity or volume of the goods or services supplied;
  - f. either –
    - iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
    - iv. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

#### **4.12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE**

4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.

4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

#### **4.13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS**

4.13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

**SECTION J**  
**QUESTIONNAIRE REPLIES**

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

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

.....  
**DATE**

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

**SECTION K**

**AUTHORITY TO SIGN A QUOTATION**

**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 quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the company must be submitted with this quotation, that is before the closing time and date of the quotation.

**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 QUOTATION on behalf of

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** .....

**DATE:** .....

**WITNESSES:    WITNESS:**                    1.....

2.....

Initial\_\_\_\_\_

---

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

Trading as .....

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**DATE**

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 authorized

.....to sign this quotation as well as any contract resulting from the quotation and any other

documents and correspondence in connection with this quotation and /or contract on behalf of

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
(PRINT NAME)	(PRINT NAME)	(PRINT NAME)
.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a quotation, a certified copy of the Founding Statement of such corporation shall be included with the quotation, 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 quotation 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:**    **WITNESSES:**

1 .....

2 .....



Initial \_\_\_\_\_

---

## **E. CO-OPERATIVE**

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

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME)

.....

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

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

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

**WITNESSES:    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 quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the joint venture must be submitted with this quotation, before the closing time and date of the quotation.

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

**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 quotation 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 quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the consortium must be submitted with this quotation, before the closing time and date of the quotation.

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

**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 QUOTATION on behalf of:(Name of Consortium).....

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

**SIGNATURE:**.....

**DATE:**.....

(PRINT NAME)

## SECTION L

## CONDITIONS OF QUOTATION

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the Quote documents (and which shall be taken as part of and be incorporated into this Quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the quote;
  - (b) this quote and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Quotation Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable quote or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favourable quotations. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other quotations or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other quotations or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my quotation is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quotation and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quotation: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

Initial \_\_\_\_\_

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6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quotation or any related quotations by completion of the Declaration of Interest Section.

**7. 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) .....

CAPACITY OF SIGNATORY .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....

.....  
POSTAL ADDRESS .....

.....  
TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

## SECTION M

## SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

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

[illegible]

**SIGNATURE OF BIDDER:** .....

**DATE:** .....

## **ANNEXURE B: GENERAL CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

#### **General Conditions of Contract**

##### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of quotations.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after quotation submission) designed to establish quotation prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the quotation will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.



## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

### **Use of Contract Documents and information; inspection.**

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

## **6. Patent rights**

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

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the quotation documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the Bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

- 11.1 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.

## **12. Transportation**

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

## **13. Incidental Services**

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

## **14. Spare parts**

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

## **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.



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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

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

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

## **34 Prohibition of Restrictive practices**

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

Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 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 quotation (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.



## **KWAZULU-NATAL PROVINCE**

**ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS**  
REPUBLIC OF SOUTH AFRICA

### **TERMS OF REFERENCE**

<p><b>APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT DIGITAL SKILLS TRAINING PROGRAMME FOR WOMEN IN BUSINESS</b></p>
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**Project Manager:**  
**Ms. N. Nzama**  
**Women Economic Empowerment**  
**(033) 264 2708**  
**Nonkonzo.nzama@kznedtea.gov.za**

## 1. BACKGROUND INFORMATION

### 1.1 Acronyms, abbreviations and definitions

BEE	Black Economic Empowerment
B-BBEE	Broad-Based Black Economic Empowerment
WEE	Women Economic Empowerment
WEES	Women Economic Empowerment Strategy
EE	Economic Empowerment
KZN EDTEA	KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs
IEDS	Integrated Economic Development Services
KZN	KwaZulu-Natal Province
TOR	Terms of Reference
RLED	Regional and Local Economic Development
MICT SETA	Media, Information and Communication Technologies Sector Education and Training Authority
SDG	Sustainable Development Goals
SP	Service Provider
SMME	Small, Medium and Micro Enterprise

### 1.2 Departmental and Programme Overview

The KwaZulu-Natal Department of Economic Development and Environmental Affairs (EDTEA) is mandated to oversee the socio-economic transformation in the province and it therefore leads the policy and strategic initiatives directed at promoting development and growth in various sectors of the economy. To achieve this mandate EDTEA through Integrated Economic Development Services (IEDS) Programme 2 seek to advance economic growth and job creation initiatives that prioritize historically disadvantaged individuals and groups through Economic Empowerment; Enterprise Development and Regional and Local Economic Development.

The Economic Empowerment Sub-programme purpose is to create enabling environment for economic development and empowerment of the previously disadvantaged individuals and groups (especially youth, women and the disabled) to participate in the mainstream economy. In order to dedicate resources and focus into the empowerment of women, Economic Empowerment facilitates programmes to empower women through Women Economic Empowerment unit located under the BEE Operations directorate.

Women Economic Empowerment unit is driving Women Economic Empowerment initiatives in the province which are informed by the KZN Women Economic Empowerment Strategy (WEES). The said Strategy has three Strategic Pillars,

namely **Creation of a Legal and Policy Environment; Creation of Enabling Institutional Environment and Women Enterprise Development**. These strategic pillars are implemented to support and empower women through skills development, entrepreneurial support and to reduce level of unemployment amongst women in KwaZulu-Natal.

### **1.3 Background to the Project**

The G20 Digital Economy Ministerial Declaration highlighted the lack of digital inclusion as the main impediments to gender mainstream in developing countries such as South Africa where access, affordability, lack of education, skills and technological literacy, inherent gender biases and socio-cultural norms still limit women to participate in the mainstream economy. This was further emphasized by the United Nations (2019), where they indicated that the digital economy can be utilized for development purposes and most importantly for solving societal problems, including those related to the SDGs: Inequality, poverty and unemployment.

In South Africa, unfortunately, women remain disproportionately affected by many challenges including the use of digital tools to conduct their businesses and to ensure that they are not left behind in the context of the current digital revolution, there is a need to create enabling environment for women's digital inclusion and most importantly, for women to be the forefront of digital development

On the 26<sup>th</sup> of March 2020, South Africa entered into a national lockdown as announced by the President, Mr Cyril Ramaphosa. The lockdown has been a result of Corona Virus (Covid 19) that has hit the country leading to year 2021 with adjusted levels of lockdown from time to time from level 5 to level 1.

The Economy of the Province of KwaZulu-Natal together with the rest of the country suffered a negative impact due to the lockdown restriction and the impact was more largely felt by small businesses (SMMEs). The outbreak of Covid-19 pandemic in all parts of the world has negatively impacted the economy, especially small business and women owned businesses sector in rural and township areas.

During the covid-19 pandemic period with social distancing in place, the use of technology is regarded as the best solution to reduce the spread of the virus whilst keeping businesses sustainable. This has forced businesses to change the ways of doing business, come up with innovative ways to do business and adopt technology.

The Covid 19 pandemic forces government to come up with new interventions and solutions for the economy in pursuit to support small enterprises to be resilience during the and post the nationwide lockdown and thus the innovative programme to support women-owned businesses is crucially needed. It has become evident that the majority of small businesses, especially women- owned businesses do not know about digital platforms and have no skills that are relevant, hence the importance of providing digital skills to the women SMMEs is important.

### **1.4 Purpose of the Terms of Reference**

The purpose of this Terms of Reference (TOR) is to solicit the services of a suitable Service Provider to train Women in businesses in basic computer skills (end-user computing) and advanced internet usage (online marketing / social media marketing).

The project aims to capacitate women in business to be able to use technology to run their business, this includes understanding of basic use of technology to run a business, doing business online and digital marketing. The training will be focusing on the owner of the business in the case of an SMME or the nominated member in the case of the Cooperative.

### 1.5 Contract Objectives

Technology has changed the ways of doing business; most big corporates have adopted technology as their new ways of doing business that is fast, reliable and efficient. For Women SMMEs use of technology is important for the following reasons:

- Easier, faster and more effective communication with customers
- Safer in keeping files and financial management system.
- The ability to develop new, innovative approaches.
- More effective in marketing and promotion.
- More exposure to new and more opportunities.

The use of technology will enable Women SMMEs to run their business anywhere and anytime without being physically be in contact their customers. The current lockdown restriction where movement and physical contact were minimized has taught many that technology is the best tool to survive whether you are in business, corporate and in government. This has motivated for intervention to support women-owned businesses to acquire digital skills to be able to conduct their businesses using technology in turn to create an opportunity for them to keep their businesses running, sustainable and even accessing more opportunities.

### 1.6 Overall Objective of the Contract

The overall objective of this project is to provide training to a total number of 100 Women-owned businesses in different sectors. The training will be rolled out in 10 districts within KZN, the training will be facilitated using government training facilities available in each districts. The following table shows districts with available training Centre's / facilities as well as training Centre's that are still to be confirmed:

UThukela	UMkhanyakude
Harry Gwala	Ugu
King Cetshwayo	Amajuba
Zululand	UMzinyathi
ILembe	UMgungundlovu

The training will focus on women with registered businesses that have no computer background and lacks technology skills to run their businesses and also assist them to be able to use social media platforms to advertise their businesses.

### **1.6.1 Specific Objectives of the Contract**

The trainer will be expected to provide an End-user computing skills level 3 with advanced internet skills focusing on use of social media for business to 100 women in businesses (10 districts) for a maximum period of 4 weeks per group.

## **2. SCOPE OF WORK**

### **2.1 Specific Activities and Output**

End-user computing level 3 with the following:

- Microsoft Office (Word, Excel, PowerPoint and outlook),
- Use of internet / Search Engines
- Social media for business (marketing purposes)

### **2.2 Specific Deliverables**

- 2.1.1 Analyse learning needs
- 2.1.2 Content development aligned with MICT SETA unit standard
- 2.1.3 Develop and Provide Training material/blue print to attendees for selected topics
- 2.1.4 Train 100 women in businesses in KZN Province
- 2.1.5 Assessment report at the beginning and on completion of training
- 2.1.6 Compile an attendance data base / registers for each district
- 2.1.7 Submit monthly reports to Project Steering Committee
- 2.1.8 Final report to be provided in a hard copy and soft copy in MS word
- 2.1.9 Issue attendees with certificate of attendance
- 2.1.10 Ensure adherence with covid19 protocols

### **Phased approach**

#### **Phase1- inception report:**

- Upon the appointment there will be an inception meeting between the service provider and the department.
- After the meeting the service provider will be required to commence by drafting an inception report that will detail the baseline information. The service provider will present the training topics to be covered in terms of National Qualification framework (NQF) subject for approval by the Project Manager.
- The inception report will serve as a discussion document and will be the basis on which the detailed approach to the project is agreed.
- The inception report is the interim deliverables that is expected to be complete in one week from the time that the SP is appointed. The project implementation plan should have all activities to be undertaken and the timeframes for the completion of each activity so that the project can be easily monitored during implementation phase.
- Provide a Gantt chart with a breakdown of activities and sub-tasks with timeframes.



**Planning 2: Planning**

- Develop and customise training material for 100 participants based on relevant unit standards associated with specific tasks and deliverables.
- The service provider is required to conduct the actual training

**Phase 3: Close Out (Close-out-report)**

- A comprehensive report to be handed to Project Manager, inclusive of the participant's feedback during the training session as well as the future training requirements.
- Issue certificate of attendance to all training participants.

**2.3 Anticipated Time Frames**

The entire project must be completed by 31 March 2023.

**3. REQUIREMENTS****3.1 Company's Skills and Competence**

The proposal must clearly indicate the company's relevant experience, skills, methodology and knowledge in similar project and should outline:

<b>Experience</b>	<b>Proof required</b>
▪ At least a minimum of 3 SMME Training Projects in rural areas.	Attach copies of appointment letters or reference letters with contactable details.
▪ At least a minimum of 5 ICT skills training projects implemented.	Attach copies of appointment letters or reference letters with contactable details

**Prequalification Criteria** (as per Preferential Procurement Policy Framework Act , 2000: Preferential Procurement Regulations, 2017)

Criteria	▪ level one, EME
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**4. TEAM COMPOSITION****4.1. Team Composition and, Skills and Competences**

The successful bidder must possess the following expertise and qualities:

- Must be MICT and Services SETA accredited
- Demonstrate footprint in working with SMMEs in rural and per-urban areas
- Must be fluent in IsiZulu
- Proven track record and experience in facilitation of End User Computing to communities and small businesses
- Proven track record and experience in facilitation of New Venture trainings to communities and small businesses

- Must be highly organized, analytical, and detail oriented.
- Must be able to work independently, as well as with a team.
- Must have good communication skills.
- Demonstrated skill in formatting data so that it is easy to read and understand.
- Proven writing skills: the ability to successfully write and edit professional documents
- Self-motivated and proactive

## **4.2 Project Team Profile**

The bidder should have key experts with the requisite skills to fulfill the requirements of the Terms of Reference; CVs should be submitted as part of the proposal. All experts who have a crucial role in implementing the contract are referred to as key experts. The experience and qualifications expected of the Service Providers team members assigned to this project should include but not limited to the following:

### **4.2.1 Key Expert 1: Team Leader**

#### **Qualifications and Experience Requirements:**

- Possess facilitation, assessor and moderation qualifications
- 5 Years' experience in Project Management,
- 5 Years' experience in Training and Skills Development for SMMEs in township and rural areas.
- Very good communication and presentation skills.
- Demonstrate Leadership Skills.
- Managerial skills

### **4.2.2 Key Expert 2: Facilitator/Trainer X 2**

#### **Qualifications and Experience Requirements:**

- He/She must have minimum of 3 year' training experience in digital skills
- Good communication and presentation skills.
- Must be fluent in IsiZulu
- Experience in Social Media use for business
- Knowledge routine of assessment and moderation operations

#### 4.2.3 Key Expert 3: Moderator

- He/she must be accredited as a moderator by MICT SETA
- He/She must have a minimum three years' experience in moderating digital training.
- 2 Years' Experience in working with SMMEs

NB: All the key experts must attach CV's using format "ANNEXURE A", copies of the relevant qualification and fill in the Statement Of Exclusive and Availability "ANNEXURE B".

#### 4.3 Company Profile

A successful service provider must meet requirements outlined in 4.1. A company profile detailing previous work history and experience must be attached to the proposal. It must also have a backup support to resources deployed to the project. The company should provide a backstopping should a need arise to address any challenges that may be encountered during the delivery of the project activities

### 5. REPORTING

#### 5.1. Reporting Requirements and Timeframes

The successful company will be required to do monthly reports presentations on progress and financial reporting to the Steering Committee, which is chaired by EDTEA. Meetings to be held at EDTEA offices unless indicated otherwise. All monthly meeting are to be arranged by EDTEA and EDTEA will keep all records of documents related to the projects (minutes of meetings, reports, attended registers etc.)

#### 5.2. Responsible Official

The service provider will be required to submit progress reports to the **Project Manager, Ms. Nonkonzo Nzama, from Department of Economic Development, Tourism and Environmental Affairs. Contact: Tel (033) 264 2708 alternatively 081 730 2601; Email: Nonkonzo.nzama@kznedtea.gov.za** prior and after presentations at the Steering Committee level.

#### 5.3 Outcome Based Reports

Reports should be delivered electronic or manually on the 5th working day of the beginning of the following month

The length of the report should not be more than 20 pages and the final report should be submitted at least 15 working days after the project last delivery (closure). All reports to be prepared in an agreed format consistent with the activity or work plan.

## 6. BID REQUIREMENTS

Bidders are required to submit CLEARLY MARKED / REFERENCED proposals in an envelope. The envelope must be clearly labeled with the associated BID Number.

## 7. EVALUATION CRITERIA

The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
<b>Pre-Qualification Criteria</b>	<b>Administrative Compliance</b>	<b>Functionality Requirement</b>	<b>Price and Preference</b>	<b>Final Award and SLA</b>
Assessment of Pre-Qualification Criteria	Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract.	Bids will be evaluated using the 80/20 preference points system	Awarded service providers will enter into an SLA with the Department

### 7.1 Phase 1: Prequalification Criteria

7.1.1 In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria below will be evaluated further in terms of functional requirements as well as the 80/20 preference points systems.

7.1.2 Only bidders who meet the below criteria may respond to the bid for the provision of the training services: Entities who are Level 1 status level contributors to B-BBEE, EME or QSE.

7.1.3 Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a verification agencies accredited by SANAS or certified copies thereof or sworn affidavit confirming that their annual total revenue and level of black ownership together with their tender, to substantiate that they meet the above criteria.

7.1.4 Bidders who fail to comply with the pre-qualification criteria and fail to submit documentary proof of the pre-qualification criteria will be disqualified from further evaluation.

7.1.5 A trust consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

## 7.2. Phase 2: Administrative Compliance

During this phase of evaluation bidders' TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents must be submitted for administrative compliance purposes;

### MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Valid MICT SETA accreditation	Provision of valid copies of the certificate for accreditation
Valid Services SETA Accreditation	Provision of valid copies of the certificate for accreditation
MICT Seta accreditation for moderator	Provision of valid copies of the certificate for accreditation
Disclosure form	Completed and signed
Authority to Sign a Bid: <b>COMPANIES</b>	Section M paragraph A must be completed and signed. 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, authorizing 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
Authority to Sign a Bid: <b>SOLE PROPRIETOR (ONE – PERSON BUSINESS)</b>	Section M paragraph B must be completed and signed
Authority to Sign a Bid: <b>CLOSE CORPORATION</b>	Section M paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf
Authority to Sign a Bid : <b>CO-OPERATIVE</b>	Section M paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf

Authority to Sign a Bid : <b>JOINT VENTURE</b>	Section M paragraph <b>F</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing 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
Authority to Sign a Bid: <b>CONSORTIUM</b>	Section M paragraph <b>G</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing 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
Authority to Sign a Bid: <b>PARTNERSHIP</b>	Section M paragraph <b>C</b> must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner

### 7.3 Phase 3: Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each

No	Evaluation Criteria	Guidelines	Maximum points
1.	<b>Company experience in conducting similar projects</b>	The service provider to provide 8 detailed references from clients detailing the actual work completed relating to 3 SMME Training Projects in rural areas and 5 End User Computer training projects for communities and small business. The letters must include the company name, contactable references and contact numbers, duration of the contract and value of the contract.	50
2.	<b>Understanding of the project objectives and the scope of work</b>	Bidders are required to describe in detail their understanding of the objectives of the terms of reference and the project. Bidders can provide as much background information as possible to illustrate their understanding. Bidder/s can also explain any additional value add and innovation that	10

		they bring in relation to the objectives of the project.	
3.	<b>Organisation and methodology</b>	The approach and methodology should detail the bidder/s understanding of the scope of work and outline the proposed approach/methodology. It should explain why the approach and methodology is appropriate to achieving both the scope of work as well as the objective of the TOR. This section should also set out variables and risks associated approach /methodology and any other matters that might affect the achievement of the assignment.	10
4.	<b>Key Experts Qualifications, experience and accreditations</b>	<p>All key experts to submit SETA registration, CV and Certified copies of qualifications.</p> <p><b>4.1.1 Key Expert 1: Team leader</b></p> <ul style="list-style-type: none"> <li>▪ Possess facilitation, assessor and moderation qualifications</li> <li>▪ 5 Years' experience in Project Management,</li> <li>▪ 5 Years' experience in Training and Skills Development for SMMEs in township and rural areas.</li> <li>▪ Very good communication and presentation skills.</li> <li>▪ Demonstrate Leadership Skills.</li> <li>▪ Managerial skills</li> </ul> <p><b>4.2.2 Key Experts 2 and 3 : Facilitator/Trainer X 2</b></p> <p><b>Qualifications and Experience Requirements:</b></p> <ul style="list-style-type: none"> <li>▪ He/She must have minimum of 3 years training experience in digital skills</li> <li>▪ Good communication and presentation skills.</li> <li>▪ Must be fluent in IsiZulu</li> <li>▪ Experience in Social Media use for business</li> <li>▪ Knowledge routine of assessment and moderation operations</li> </ul> <p><b>4.2.3 Key Experts 4: Moderater</b></p> <ul style="list-style-type: none"> <li>▪ He/she must be accredited as a moderator by</li> </ul>	35

		MICT SETA <ul style="list-style-type: none"> <li>▪ He/She must have a minimum three years' experience in moderating digital training.</li> <li>▪ 2 Years' Experience in working with SMMEs</li> </ul>	
	<b>Overall Score Total</b>		105

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4 of the evaluation of the bid (Price).

**NOTE: The Department reserves the right to invite bidders who are administratively responsive to make presentations if required.**

#### 7.4 Phase 4: Price and Preference Evaluation

7.4.1 In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.

7.4.2 The following formula will be used to calculate the points for price:

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

7.4.3 A maximum of 20 points may be allocated to a bidder for attaining their B- BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2



Non-Compliant Contributor	0
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- 7.4.4 Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.
- 7.4.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.
- 7.4.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points at the participant's level.

### **7.5 Phase 5: Final Award and SLA**

Once the evaluation and adjudication processes have been concluded, appointed entities will be required to enter into a Service Level Agreement with the department.

## **9. FINANCIAL PROPOSAL**

Bidders are encouraged to use the DPSA Guideline on Consultancy Fees.

The financial offer must contain two separate elements:

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

The financial offers must be VAT inclusive.

## **10. NON-APPOINTMENT**

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

**ANNEXURE A: CV FORMAT****CURRICULUM VITAE max 3 pages****Proposed role in the project:****1. Family name:****2. First names:****3. Date of birth:****4. Nationality:****5. Civil status:****6. Education:**

Institution [Date from - Date to]	Qualification obtained:

**7. Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 basic)**

Language	Reading	Speaking	Writing
English			
Isizulu			
IsiXhosa			
Other:			

**8. Membership of professional bodies: -****9. Other skills: (e.g. Computer literacy, etc.)****10. Present position:****11. Years within the firm:****12. Key qualifications: (Relevant to the project)****13. Professional Experience**

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

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

**ANNEXURE B: STATEMENT OF EXCLUSIVITY AND AVAILABILITY****Statement of exclusivity and availability Tender ref:** \_\_\_\_\_

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

From	To

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

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

**ANNEXURE C: EVALUATION GRID**

The minimum requirement for this tender is 60%, to be completed for each tender by each evaluator.

Name of project	Maximum	Initial assessment
<b>Understanding of assignment, company experience and methodology</b>	(70)	
<b>Company experience in SMMEs training in rural areas.</b>	(30)	
3+Projects = 30 Points		
2-3 Projects = 20 Points		
2 Projects = 10 Points		
Less than 2 Projects = 0		
<b>Company experience in End User Computer training projects</b>	(20)	
5+Projects = 20 Points		
3-4 Projects = 15 Points		
2-3Project = 10 Points		
Less than 2 Projects = 0		
<b>Understanding of Assignment</b>	(10)	
Good understanding of the assignment = 10 points		
Partial understanding of the assignment = 5 points		
No understanding of assignment = 0		
<b>Organisation and Methodology</b>	(10)	
Rationale : Clear logic = 4 points		
Partial Logic = 2 points		
Approach : Clear approach = 4 points		
Partial Approach = 4 points		
Time table of activities : Detailed timetable activities = 6		
Abridged timetable of activities =3		
No timetable of activities = 0		
Some rational to the methodology and approach =5 pointS		

<b>Project Team Skills and Experience</b>	<b>(35)</b>	
<b>Key Expert 1: Team Leader Qualification and Experience</b>	<b>(5)</b>	
Facilitation, Assessor and Moderation qualifications = 2 points	2	
No facilitation, assessor and moderation qualifications = 0		
Relevant Experience in Project Managing SMME training and skills development projects	3	
5+ projects managed =3 points		
3-4 projects managed =2 points		
2 -3 projects managed= 1 point		
Less than 2 years = 0		
<b>Key Expert 2: Trainer/ Facilitator: Experience</b>	<b>(10)</b>	
Relevant Experience in End User Computer training		
More than 5 Years' Experience =10 points		
3-4 Years' Experience =7 points		
3 Years' Experience = 5 points		
Less than 3 Years' Experience = 0		
<b>Key Expert 3: Trainer/ Facilitator: Experience</b>	<b>(10)</b>	
Relevant Experience in End User Computer training		
More than 5 Years' Experience =10 points		
3-4 Years' Experience =7 points		
3 Years' Experience = 5 points		
Less than 3 Years' Experience = 0		
<b>Key Expert 4: Moderator</b>	<b>(10)</b>	
Experience in moderating digital training		
More than 5 Years' Experience =10 points		
3-4 Years' Experience =7 points		
3 Years' Experience = 5 points		

Initial \_\_\_\_\_

Less than 3 Years' Experience = 0		
<b>Total Evaluation Score</b>	<b>105</b>	
<b>Minimum passing score</b>	<b>60%</b>	

<b>Strengths</b>	
<b>Weaknesses</b>	

Evaluation performed by:

Name	
Signature	
Date	