



KWAZULU-NATAL PROVINCE

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

QUOTATION NUMBER: Q 35 EDTEA 2022/2023

QUOTATION DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT WITH THE IMPLEMENTATION OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 04 OF 2013) AND THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000, (ACT NO. 02 OF 2000).

DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

Private Bag X9152

Pietermaritzburg

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 also submit PROPOSAL stored in a Flash drive.

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SECTION A

SBD1

PART A
INVITATION TO QUOTE

| | | | | | |
|---|--|---------------|--|---|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | Q 35 EDTEA 2022/2023 | CLOSING DATE: | 10 NOVEMBER 2022 | CLOSING TIME: | 15H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT WITH THE IMPLEMENTATION OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 04 OF 2013) AND THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000, (ACT NO. 02 OF 2000). | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Ground Floor | | | | | |
| 270 Jabu Ndlovu street | | | | | |
| Pietermaritzburg | | | | | |
| 3201 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Ntombifuthi Shange | | CONTACT PERSON | Mr. Terence Chimuka | |
| TELEPHONE NUMBER | 033 264 2663 | | TELEPHONE NUMBER | (+2733) 2642548/078 579 6589 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Ntombifuthi.shange@kznedtea.gov.za | | E-MAIL ADDRESS | Terence.Chimuka@kznedtea.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

Initial _____

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 NO YES
- 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?
 NO YES

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE QUOTATION 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.
- 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:

Initial _____

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

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

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/ A |
|---|--|--------------------------------------|---|--|------------|-----------|-----------------|
| Prospective Service Providers MUST complete the following as per the BID document: | | | | | | | |
| Part A | Invitation to BID | Yes | Yes | | | | |
| Part B | Terms and Conditions for bidding (SBD 1) | Read Only | | | | | |
| Section B | Special Instructions regarding completion of bid | Read only | | | | | |
| Section C | Registration on Central Suppliers Database | Read Only | | | | | |
| Section D | Declaration that information on Central Suppliers database is correct and up to date | Yes | Yes | | | | |
| Section E | Official Briefing session form | Yes | Yes | Yes If applicable | | | |
| Section F | Pricing Schedule (SBD 3) | Yes | Yes | | | | |
| Section G | Bid Offer | Yes | Yes | | | | |
| Section H | Bidder's disclosure form (SBD4) | Yes | Yes | | | | |
| Section I | Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017. | | | Yes If Applicable | | | |
| Section J | Declaration Certificate for | | | Yes | | | |

| | | | | | | | |
|--|---|------------------|------------|------------------------------|--|--|--|
| | Local Production and Content. | | | if applicable | | | |
| Section K | Questionnaire Replies - To be only included when BIDs for goods are involved. | | | Yes If applicable | | | |
| Section L | Special Conditions of Contract | Read only | | | | | |
| Section M | General Conditions of Contract | | | | | | |
| Section N | Authority to Sign a BID | | | | | | |
| | Provide resolution letter the director(s) for relevant enterprise status | Yes | Yes | | | | |
| | Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises | Yes | Yes | | | | |
| Section O | Schedule variations from good and services information | | | Yes If applicable | | | |
| Annexure A | Evaluation Grid | | | | | | |
| Annexure B | CV Format | | | | | | |
| Annexure C | Statement of exclusivity and availability | Yes | Yes | | | | |
| Prospective Service Providers MUST provide the following as per the Mandatory Requirements: | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

SECTION E

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

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

SBD 3.1

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

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

| | |
|---------------------------|---|
| Name of bidder..... | Bid number..... Q 35 EDTEA 2022/2023 |
| Closing Time 15:00 | Closing date: 10 NOVEMBER 2022 |

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

| ITEM NO. | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|-----------------|-----------------|---|-------------------|----------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| | | SUB-TOTAL | | |
| | | | VAT AT 15% | |
| | | GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH 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 bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**SECTION F
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..... | Bid number Q 35 EDTEA 2022/2023 |
| Closing Time 15H00 | Closing date: 10 NOVEMBER 2022 |

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

| ITEM NO. | QUANTITY | DESCRIPTION | Unit Price | Total for each unit |
|---|----------|-------------|------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| SUB-TOTAL | | | | |
| VAT AT 15% | | | | |
| GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH 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

Initial _____

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.) | P | PERCENTAGE OF BID 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..... | Bid number: Q 35 EDTEA 2022/2023 |
| Closing Time: 15H00 | Closing date: 10 NOVEMBER 2022 |

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

| | | | |
|-----------------|--------------------|--|--|
| ITEM NO. | DESCRIPTION | BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED) | |
|-----------------|--------------------|--|--|

1. The accompanying information must be used for the formulation of proposals

2. 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.....

3. 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..... | |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|-------|
| | R..... | |
| | R..... | days |

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, 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 |
| | | | 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.

Travel expenses (specify, for example rate/km and total km, class of airtravel, 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 |
| | | | R |
| | | | R |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
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.

.....

.....

*YES/NO

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to:

| | |
|------------------|--|
| Contact Person | Ms Ntombifuthi Shange |
| Telephone Number | 033 264 2663 |
| E-Mail Address | ntombifuthi.shange@kznedtea.gov.za |

Or for technical information –

| | |
|------------------|--|
| Contact Person | Mr. Terence Chimuka |
| Telephone Number | (+2733) 2642548/078 579 6589 |
| E-Mail Address | Terence.Chimuka@kznedtea.gov.za |

SECTION G

QUOTATION OFFER

(To be completed by Bidder)

QUOTATION NUMBER: Q 35 EDTEA 2022/2023

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

| | | |
|---------------------------------|---------------------------|-----------------------|
| NAME OF BIDDER: | SIGNATURE | DATE: |
|---------------------------------|---------------------------|-----------------------|

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

- | | | |
|---|-----|----|
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |

SECTION H

BIDDER'S DISCLOSURE

| |
|------------------------|
| SBD 4 |
|------------------------|

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid der

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

Initial _____

SECTION I

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**4.3 POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

8.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

Designated Group: An EME or QSE which is at least 51% owned by: EME QSE
√ √

- Black people
- 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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

In

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|--|
| Enterprise Name | |
| Trading Name (If Applicable): | |
| Registration Number | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p> |
| Definition of "Black Designated Groups" | <p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p> |

- I hereby declare under Oath that:

Initial _____

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: ____/____/_____

| |
|--------------|
| |
| Stamp |

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|---|
| Enterprise Name | |
| Trading Name (If Applicable): | |
| Registration Number | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |
| Definition of "Black Designated Groups" | <p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

3. I hereby declare under Oath that:

Initial _____

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|--------------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |

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

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

**SECTION J
QUESTIONNAIRE REPLIES**

1. Are the prices/rates quoted firm?
- o 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

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 90 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

The proposed timeframe for the project execution is **6 months** from the date of appointment.

2. EVALUATION CRITERIA

There are four phases main stages in the selection process, namely,

1.1 Step 1- Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to O. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

1.2 Step 2- Functionality

Bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 60% in order to proceed to the next stage of evaluation.

1.3 Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20 preference point system. (SBD 6.1 to be completed in order to claim B-BBEE points. A valid B-BBEE certificate or Sworn affidavit to be submitted together with the bid in order to be allocated claimed B-BBEE points.)

1.4 Step 4 - Price negotiation

Where applicable the department reserves the right to negotiate price with the recommended bidder.

2 BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

- 1.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION L**GENERAL CONDITIONS OF CONTRACT****1. Definitions**

The following terms shall be interpreted as indicated:

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

subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

2. Performance security

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

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.

- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

2. Delivery and documents

- 2.1 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.
- 2.2 Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- 3.1 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.

4. Transportation

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

5. Incidental Services

- 5.1 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.
- 5.2 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.

6. Spare parts

- 6.1 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.

7. Warranty

- 7.1 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.
- 7.2 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.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 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.

- 7.5 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.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 8.3 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.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- 9.1 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.

10. Contract amendments

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

11. Assignment

- 11.1 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.

12. Subcontracts

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

13. Delays in the supplier's performance

- 13.1 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.
- 13.2 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.
- 13.3 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.

- 13.4 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.
- 13.5 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.
- 13.6 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.

14. Penalties

- 14.1 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.

15. Termination for default

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

- 15.6 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.

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

- 15.7 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.

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 17.2 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.

18. Termination for insolvency

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

19. Settlement of Disputes

- 19.1 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.
- 19.2 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.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

20. Limitation of liability

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

21. Governing language

- 21.1 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.

22. Applicable law

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

23. Notices

- 23.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 23.2 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.

24. Taxes and duties

- 24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 24.3 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

- 26.1 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).
- 26.2 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.

SECTION M
AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

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

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

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |

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

Note:

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

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

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

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

Initial _____



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT WITH THE IMPLEMENTATION OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 04 OF 2013) AND THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000, (ACT NO. 02 OF 2000)

Any enquiries regarding technical information may be directed to:

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1. Background Information

- (a) The Protection of Personal Information Act, 2013 (Act No. 04 of 2013), (POPI) (“the Act”) was implemented in part on the 01st of July 2020. The full implementation and enforcement of the whole Act started on the 1st of July 2021. The Act applies to both private and public organisations processing personal information in South Africa. The Act places onerous obligations on Public and Private bodies alike as such bodies need to ensure that they are fully compliant with the Act. It is therefore necessary for each institution to put systems in place to achieve full compliance, perform an analysis to determine the compliance requirements, the resources needed, and the creation of structures and procedures to be adhered to.
- (b) The regulations promulgated in terms of the Act requires a compliance framework to be in place for the effective implementation of the Act. The Head of the Department, who is also the Information Officer in terms of Regulation 4 (1) and (2) of the Act, is required to ensure that the organisation's responsible parties implement a compliance framework.

2. Acronyms

| | |
|---------------|---|
| B-BBEE | Broad-Based Black Economic Empowerment |
| CCTV | Closed-circuit television |
| CEO | Chief Executive Officer |
| CV | Curriculum Vitae |
| DIO | Deputy Information Officer |
| EDTEA | Economic Development Tourism and Environmental Affairs |
| KZN | KwaZulu-Natal |
| IO | Information Officer |
| PAIA | Promotion of Access to Information Act, 2000 (Act 02 of 2000) |
| PDF | Portable Document format |
| PFMA | Public Finance Management Act, 1999 (Act 01 of 1999) |
| PoE | Portfolio of Evidence |
| POPIA | Protection of Personal Information Act, 2013 (Act 04 of 2013) |
| SAHRC | South African Human Rights Commission |
| SAQA | South African Qualification Authority |
| SLA | Service Level Agreement |
| ToR | Terms of Reference |
| VAT | Value Added Tax |

3. Departmental and Programme Overview

- (a) The strategic plan for the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is to attain a radically transformed, inclusive and sustainable economic development for the province of KwaZulu-Natal. In doing so Legal Services is responsible for the implementation of legislation and policies that are critical to direct the Department in achieving its strategy, vision and mandate. It is only through efficiency in the implementation of legislation, policies and strategies that the Department may achieve its proper vision and mandate.

4. The Rationale of the Project

The rationale for the project is to provide support and all other necessary services to EDTEA with regards to the implementation of POPI in the Department.

5. The Purpose of the Terms of Reference

- (a) POPIA was assented to on 26 November 2013 and came into operation, in the main, on 1 July 2020. The implications for both public and private bodies are enormous and, together with all government departments, EDTEA must ensure that it is fully compliant as soon as possible.
- (b) These Terms of Reference serve to guide the process of selecting and appointing a qualified service provider with the necessary expertise and capacity to assist EDTEA to implement to provisions of POPI in the Department, in order to ensure that the Department is compliant with the relevant statutory provisions and the requirements of the Information Regulator.
- (c) The Terms of Reference serve to guide the process of selecting and appointing a qualified service provider by ensuring that there is a match between EDTEA's requirements, specifications, and the expertise and capacity of the service provider to effectively provide the Services.

6. Project Objectives

- (a) The project objective is to ensure that the Department as a Public Body as defined in both the POPI adhere and complies with the provisions of both the Acts to ensure transparency and compliance with the basic values and principles governing public administration.

7. Overall Objectives

- (a) The project's overall objective is to ensure that all the systems required in the implementation of POPI are put in place within the Department to ensure complete compliance with POPI.

(b) **Key Output**

The specific project objectives constitute the following:

| STEPS | ACTIONS |
|---|---|
| <ul style="list-style-type: none"> • FORMALISE YOUR POPIA COMPLIANCE PROJECT | <ul style="list-style-type: none"> • Identify the relevant stakeholders; • Identify the project sponsor; • Identify the project manager; and • Set up high level scope, timescale; and budget. |
| <p>2. APPOINT AN INFORMATION OFFICER</p> | <ul style="list-style-type: none"> • Ensure alignment between the PAIA and POPI Information Officer; • Decide whether the CEO/Accounting Officer can fulfil the Information Officer function or needs a Deputy Information Officer (according to the Act, such officers, need not have specific knowledge or training on records keeping or such); • Agree on the Information Officer or Deputy Information Officer roles and responsibilities; • Complete the formal appointment process |
| <ul style="list-style-type: none"> • PERFORM A GAP ANALYSIS VERSUS THE POPIA | <ul style="list-style-type: none"> • Set interim and final targets for compliance with the POPI; • Engage with stakeholders in assessments; • Use an evidence-based approach; and • Use the assessments for ongoing compliance monitoring. |
| <ul style="list-style-type: none"> • ANALYSE WHAT AND HOW PERSONAL INFORMATION IS PROCESSED | <ul style="list-style-type: none"> • Use a broad definition of record types per POPI (e.g. CCTV/biometric); • Look at various aspects required by the POPI (including consent, purpose, source, sharing, destruction); • Consider user rights and their management; • Think broadly in terms of the types of devices where data is stored and represents a security compliance risk. |
| <p>1. IMPLEMENT POPI COMPLIANCE POLICIES</p> | <ul style="list-style-type: none"> • Review existing relevant policies; • Ensure that the departmental policies are reasonable and appropriate; • Make sure such policies are enforceable; and • Design Privacy Notices for diverse stakeholder groups. |
| <p>6. REVIEW THE DEPARTMENTAL WEBSITE</p> | <p>A. Develop a checklist of what to review;</p> <p>B. Agree on the rating scheme to be used;</p> <p>C. Use the opportunity to implement “best practices” such as cookie notifications;</p> |

| | |
|---|---|
| | and D. Develop and implement a remedy plan. |
| • UPDATE/CREATE A PAPI MANUAL | <ul style="list-style-type: none"> • Create a POPI manual; • Confirm status as a Public Body as per POPI; • Review proposed contents of the manual; and • Ensure the manual follows the prescribed layout and includes the necessary details. |
| ○ IMPLEMENT POPI COMPLIANT PI MANAGEMENT PROCESS | <ul style="list-style-type: none"> • Look at the PI lifecycle; including acquisition, processing, retention and destruction practices; • Develop reasonable and appropriate measures to ensure ongoing compliance; • These could include self-assessments, health-checks, formal audits; and • Develop a dashboard for compliance. |
| 2. TRAIN STAKEHOLDERS ABOUT THEIR ROLES IN POPI COMPLIANCE | <ol style="list-style-type: none"> 3. Design training according to their needs; 4. Ensure you treat user education not as a once-off series of activities but part of ongoing commitment; 5. Leverage diverse training methods, including self-study, online classroom, audio and video; and 6. Look at special needs such as the Information Officer or Deputy Information Officer roles. |
| 3. MAKE POPI COMPLIANCE “BUSINESS AS USUAL” | <ol style="list-style-type: none"> 4. Recognise that POPI compliance will be the “new normal” and work that way; 5. Build compliance into products, services and processes – adopt “Privacy by Design”; 6. Ensure ongoing monitoring of data protection/POPI ecosystem – Legislation, regulations, opportunities and threats; and 7. Build POPI into everyday operations – make POPI “Business-As-Usual”. |

8. Scope of Work

- (c) Specific Tasks and Activities
- a) develop an inventory of all personal information held by the Department;
 - b) conduct personal information impact assessments and audits in the Department, including electronic databases and systems;

- c) review processes that manage personal information and align same with POPI requirements;
- d) review related policies and revise them in accordance with the provisions of POPI;
- e) develop, implement, and monitor a compliance framework;
- f) review the POPI Manual and amend it to include compliance with POPI;
- g) develop internal measures with adequate systems to process requests for personal information and access thereto;
- h) assist in the compilation of an annual report for the Information Regulator;
- i) develop and compile a Privacy Policy and other relevant policies;
- j) develop procedures for privacy related issues;
- k) assist in ensuring that adequate measure and standards exist in order to comply with the conditions for lawful processing of personal information;
- l) assist in the review of agreements with operators who process information on behalf of the Department, to ensure that such agreements address the requirements of POPI; and
- m) conduct internal awareness and training sessions.

9. Specific Deliverables

Complete implementation of POPI, including the submission of relevant policies, procedure manuals and training.

10. Duration and Phasing

The anticipated time frames are as follows:

- The project should take a maximum of **06 months – 12 months** after the signing of Service Legal Agreement (SLA); and
- These time frames are highly dependent on the performance of the Bidder.

11. Company attributes

i. Company Structure

- (a) Detailed structure showing supporting resources, expertise and capacity to implement the project;
- (b) Demonstrate knowledge and experience in Constitutional and Administrative Law and the Implementation of POPI;
- (c) Provide a team leader with at least 3 years' experience in programmes implementation of POPI;
- (d) Submit reference letters from previous clients as a brief description of services provided.

12. Project Methodology

- (a) Demonstrate understanding of the project;
- (b) Clear strategy or approach identified; and
- (c) Project execution plan showing costing, phasing and timelines.

13. Team Composition

i) Team Attributes

- Understanding of the Constitution, POPI and provincial policies, strategic plans and processes;
- Knowledge and understanding of the Treasury guidelines, especially the PFMA;
- Ability to work in a multi-disciplinary team; and
- Commitment to the participation of key stakeholders.

ii) Skills and Experience

- Experience in the undertaking of similar tasks; and
- Knowledge of POPI systems and processes.

iii) Planning and Management Skills

Analytical and reporting skills:

- Project management;
- Training and development;
- Formal writing skills for reporting; and
- Technical expertise.

a) Team/Project Leader

Required qualification, skills and experience:

- Website Development skills;
- Degree in Law or Information Management or Project Management or equivalent qualification;
- Legal drafting skills and experience;
- Knowledge of national and KZN provincial policies;
- At least three years' experience in project management of similar projects;
- Extensive knowledge of POPI; and
- Foreign equivalent qualifications must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA).

b) Technical Administrator

- At least two years’ experience in project management of similar projects, a qualification in Law, records management or Information Management, Project Management or equivalent qualification;
- Knowledge of POPI;
- Two years practical experience in the implementation of POPI; and
- Foreign equivalent qualifications must be accompanied by an evaluation certificate from the SAQA.

NB: “All the key experts must attach CV’s using format “ANNEXURE A”, copies of the relevant qualification and fill in the Statement of Exclusivity and Availability “ANNEXURE B”.

c) CVs of Key Personnel:

The Bidder must submit the CVs of key personnel involved in the project must highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above. Note: Skills and Experience (Key Experts and other team members)

- (a) Proof of these undertakings should be requested in the form of reference letters from previous clients and certified copies of orders obtained; and
- (b) certified copies of qualifications must be submitted for verification purposes.

14. Company/Consortium/Joint Ventures Profile and References

The Bidder must submit a complete company profile for the company/Consortium and or Joint Venture partners. The bidder/s must provide relevant references. The profile should include a comprehensive list of previous projects undertaken, together with the Rand value of each project. The bidders should also submit the original and valid (or certified) B-BBEE status level verification certificates. There must be at least 3 reference letters attached and three (3) or more copies of orders. The bidders are required to complete the following table 1:

Table 1:

| Institutions Name | Project Name | Project Description | Project Duration | Contact Person | Value of Project |
|--------------------------|---------------------|----------------------------|-------------------------|-----------------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

15. Reporting Requirements

15.1. Progress Reporting

The team/project leader must report to the EDTEA's Project Manager: *Mr Terence Chimuka*, on the project's overall progress. The Project Manager and EDTEA senior management will evaluate each project phase before processing payments. The consultation processes or meetings are to be scheduled by the service provider, who must also record meeting minutes. The meetings are to be held at the Departmental offices unless indicated otherwise.

15.2. Location

The service provider will be required to report to the EDTEA's Project Manager based in Pietermaritzburg, Province of KwaZulu Natal. The EDTEA's Project Manager details are as follows: *Mr. Terence Chimuka*, Contact Tel: (+2733) 2642548/078 579 6589. Email: Terence.Chimuka@kznedtea.gov.za.

15.3. Contract Management

A Technical Committee comprising of a representative from all the programmes in the Department will be constituted to oversee the overall implementation and monitoring of the project.

16. Budget Breakdown

Bidders are required to submit a financial proposal. The financial proposal must contain a budget breakdown as per table 2. The budget breakdown should comprise of the following:

- (a) Number of days for the duration of the project;
- (b) Unit or fee rate or output cost per each key expert and other team members that might be required;
- (c) Incidental/and or disbursement costs and contingency (including travel, stationery, accommodation, administrative cost etc.) should be included;
- (d) The financials must be VAT Inclusive;
- (e) Disbursement must be calculated at 10% of the project cost; and
- (f) Any additional cost.

Table 2:

| Key Expert Name | Key Deliverable/ Activity | Number of Days Required | Number of Hours | Rate per Hour |
|-----------------|---------------------------|-------------------------|-----------------|---------------|
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

17. Cash Flow Forecast

The Bidders are required to insert the cash flow forecast for the overall project. The cash flow forecast should illustrate what the Bidder expects in terms of expenditure throughout the project.

18. Evaluation Criteria

All bids will be assessed in terms of functionality and then the financial cost. To be deemed ethically, compliant bidders must achieve a minimum score of 60 % of the functionality point's available on the Evaluation Grid (Annexure 3).

The Evaluation Process will be conducted in the following phases:

Table 3: Phases for Evaluation

| Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|--|--|--|--|
| Administrative Compliance | Functionality Requirement | Price and Preference | Final Award and SLA |
| Compliance with Mandatory and other Bid Requirements | Bidders will be assessed to verify the capacity to execute the contract. | Bids will be evaluated using the 80/20 or 90/10 preference points system | Awarded service providers will enter into an SLA with the department |

18.1. Phase 1: Administrative Compliance

During this phase of evaluation bidder’s 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 (table 4) must be submitted for administrative compliance purposes.

PHASE 2: 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. |
| Tax Information | No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order. |

| | |
|--|--|
| Bidder's disclosure form- (SBD4) | Completed and signed |
| Authority to Sign a Bid: COMPANIES | The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) | The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: CLOSE CORPORATION | The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: CO-OPERATIVE | The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: JOINT VENTURE | The bidder must indicate the enterprise status by signing the appropriate box. Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: CONSORTIUM | The bidder must indicate the enterprise status by signing the appropriate box. Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |
| Authority to Sign a Bid: PARTNERSHIP | The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u> |

18.2. Phase 2: Functionality requirements

Initial_____

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

EVALUATION CRITERION FOR FUNCTIONALITY:

| No | Evaluation Criteria | Guidelines | Maximum Points |
|----|---|--|----------------|
| 1 | Understanding of assignment, methodology and Approach | The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements. How does the Bidder envisage undertaking this project? The Bidder should set out a concise plan of approach and method to be adopted for the department to identify possible challenges and methods for overcoming the same. | 30 |
| 2 | Experience of Company in execution & management of projects of a similar nature. Provide reference letters | The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. At least 3 detailed references from clients detailing the actual work completed relating in implementation of the Act. The reference letters must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract | 20 |
| 3 | Key Experts Qualifications and Experience | Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required Key expert 1: Team/Project Leader Required qualification, skills and experience: (a) Website Development skills; (b) Degree in Law or Information Management or Project Management or equivalent qualification; (c) Legal drafting skills and experience; (d) Knowledge of national and KZN provincial policies; (e) At least three years' experience in project management of similar projects; (f) Extensive knowledge of POPI; and | 50 |

| | | |
|----------------------------|---|-----|
| | <p>(g) Foreign equivalent qualifications must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA).</p> <p>Key expert 2: Technical Administrator</p> <p>(a) At least two years' experience in project management of similar projects, a qualification in Law, records management or Information Management, Project Management or equivalent qualification;</p> <p>(b) Knowledge of POPI;</p> <p>(c) Two years practical experience in the implementation of POPI; and</p> <p>(d) Foreign equivalent qualifications must be accompanied by an evaluation certificate from the SAQA.</p> <p>Provide CV detailing experience and certified copies of qualifications of all key experts required</p> | |
| Overall Score Total | | 100 |

18.3. Phase 3: Price and Preference

Those bidders who has obtained a minimum qualifying score of **60%** will progress to the next stage of price and preference points based on the *80/20 preference points system for procurement with an estimation value of up to R50 million or 90/10 preference points system for procurement with an estimation value of above R50 million.*

Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

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.

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:

P_s = Points scored for the comparative price of a bid under consideration

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

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:

Table 6

| 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 | |

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 to claim the B-BBEE status level point. 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.

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.

18.4. Phase 4: Final Award, Negotiation and SLA

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant

Appointed bidder will be required to enter into a Service Level Agreement with the Department.

ANNEXURE B

Evaluation Grid

To be completed for tender by each evaluator

| Criterion | Weight | Maximum Points | Initial assessment |
|--|------------------|------------------|--------------------|
| Understanding of assignment, company experience and methodology | | (30) | |
| Methodology (10) | | | |
| Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project | <i>Good</i> | 10 points | |
| Methodology with some indication on how the proposed method will meet the requirements of the project | <i>Fair</i> | 5 points | |
| Methodology- does not show how their proposal will meet the requirements of the projects | <i>Poor</i> | 0 | |
| Strategy/approach (10) | | | |
| Provided a clear rationale of how the bidder envisage undertaking the project | <i>Good</i> | 10 points | |
| Some rationale to the approach of undertaking the project | <i>Fair</i> | 5 points | |
| No clear rationale provided | <i>Poor</i> | 0 | |
| Understanding of Assignment (10) | | | |
| Company shows clear understands assignment | <i>Good</i> | 10 points | |
| Some understanding of assignment | <i>Fair</i> | 5 points | |
| No understanding of assignment | <i>Poor</i> | 0 | |
| Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters. | | (20) | |
| 5+ reference letters | <i>Excellent</i> | 20 points | |
| 3-4 reference letters | <i>Good</i> | 10 points | |
| 1-2 reference letters | <i>Average</i> | 5 points | |
| No reference letter | <i>Poor</i> | 0 | |
| Project Team skills and experience | | (50) | |
| Team Leader-Key Expert 1: Qualification and experience | | (30) | |
| Qualification (10) | | | |
| Degree qualification in Law/ Project Management / Information Management or Equivalent =5 | <i>Good</i> | 10 points | |
| No Qualification =0 | <i>Poor</i> | 0 | |
| Relevant Experience (20) | | | |
| 5+ Years' Experience | <i>Good</i> | 20 points | |
| Between 3 -5 Years' Experience | <i>Fair</i> | 15 points | |
| Less than 3 Years' Experience | <i>Poor</i> | 0 | |

| | | | |
|---|-------------|-------------|--|
| Key expert 2: Qualification and experience | | (20) | |
| Qualification (10) | | | |
| Qualification in Law / Records Management / Project Management / Information Management or Equivalent | | 10 points | |
| No qualification = 0 | | | |
| Relevant Experience (10) | | (10) | |
| 5+ Years' experience | Good | 10 points | |
| Between 2 – 5 Years' Experience | Fair | 7 points | |
| Less than 2 years' Experience | Poor | 0 | |
| Total Evaluation Score | | 100 | |
| Minimum passing score | | 60% | |

Minimum passing score is 60%

| | |
|-------------------|--|
| Strengths | |
| Weaknesses | |

Evaluation performed by:

| | |
|------------------|--|
| Name | |
| Signature | |
| Date | |

ANNEXURE C: CURRICULUM VITAE

Proposed role in the project:

- **Family name:**
- **First name:**
- **Date of birth:**
- **Nationality:**
- **Civil status:**
- **Education:**

| Institution [Date from-Date to] | Degree(s) of Diploma(s) obtained |
|---------------------------------|----------------------------------|
| | |
| | |

- Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
| English | | | |
| Zulu | | | |
| | | | |

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

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

2. Other relevant information (e.g. Publications)

ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability Tender ref: _____

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

| From | To |
|------|----|
| | |
| | |
| | |

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

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