



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

QUOTATION NUMBER: Q 47 EDTEA 2022/2023

QUOTATION DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF TWO UNIT STANDARDS ON HEALTH AND SAFETY REPRESENTATIVE COURSES, NAMELY: (1) SAQA ID: 259622 "DESCRIBE THE FUNCTIONS OF THE WORKPLACE HEALTH AND SAFETY" AND (2) SAQA ID: 259619 "CONDUCT WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) INSPECTIONS". TRAINING IS TO BE PROVIDED TO 360 IASP PROJECT PARTICIPANTS, A PROGRAMME OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.

DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

Private Bag X9152

Pietermaritzburg

3200

Contact: Thembeke Majozi

Telephone: 033 264 2864

Email: thembeke.majozi@kznedtea.gov.za

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.

TABLE OF CONTENT

SECTION		DESCRIPTION	PAGE NO.
SECTION A	PART A	INVITATION TO BID (SBD 1)	3
	PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION B		LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	5-6
SECTION C		SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	7
SECTION D		REGISTRATION ON CENTRAL SUPPLIERS DATABASE	8
SECTION E		DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	19
SECTION F		PRICING SCHEDULE	10-15
SECTION G		QUOTATION OFFER	16
SECTION H		BIDDER'S DISCLOSURE (SBD 4)	17-18
SECTION I		PREFERENCE POINTS CLAIM FORM (SBD 6.1)	19-27
SECTION J		QUESTIONNAIRES REPLIES	28
SECTION K		SPECIAL CONDITIONS OF CONTRACT	29-30
SECTION L		GENERAL CONDITIONS OF CONTRACT	31-40
SECTION M		AUTHORITY TO SIGN THE BID	41
SECTION N		SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION	42
ANNEXURE A		TERMS OF REFERENCE	44-57
ANNEXURE B		EVALUATION GRID	58-59
ANNEXURE C		CV FORMAT	60
ANNEXURE D		STATEMENT OF EXCLUSIVITY AND AVAILABILITY	61
APPENDICE A		GEOGRAPHICAL AREAS AND NUMBER OF LEARNERS	62

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 47 EDTEA 2022/2023		CLOSING DATE:	30 NOVEMBER 2022	
			CLOSING TIME:	15H00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF TWO UNIT STANDARDS ON HEALTH AND SAFETY REPRESENTATIVE COURSES, NAMELY; (1) SAQA ID: 259622 "DESCRIBE THE FUNCTIONS OF THE WORKPLACE HEALTH AND SAFETY" AND (2) SAQA ID: 259619 "CONDUCT WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) INSPECTIONS". TRAINING IS TO BE PROVIDED TO 360 IASP PROJECT PARTICIPANTS, A PROGRAMME OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor					
270 Jabu Ndlovu street					
Pietmaritzburg					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Thembeke Majazi		CONTACT PERSON	Mr Alex Dlamini	
TELEPHONE NUMBER	033 264 2864		TELEPHONE NUMBER	082 848 6771	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thembeke.majazi@kznedtea.gov.za		E-MAIL ADDRESS	Alex.Dlamini@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					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Initial_____

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:

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 C	Special Instructions regarding completion of bid	Read only					
Section D	Registration on Central Suppliers Database	Read Only					
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section F	Pricing Schedule (SBD 3)	Yes	Yes				
Section G	Quotation 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	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section K	Special Conditions of Contract	Read only					

Section L	General Conditions of Contract						
Section M	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 N	Schedule variations from good and services information			Yes If applicable			
Section O	Briefing session	No	Yes				
Annexure A	TOR						
Annexure B	Evaluation grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability	Yes	Yes				

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. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. 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:

SECTION F

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder.....	Bid number Q 47 EDTEA 2022/2023
Closing Time 15:00	Closing date: 30 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

Initial_____

**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 47 EDTEA 2022/2023
Closing Time 15H00	Closing date: 30 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

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 47 EDTEA 2022/2023
Closing Time: 15H00	Closing date: 30 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.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R.....

R.....

R.....

R.....

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

R.....

.....
days

R.....

.....
days

R.....

.....
days

R.....

.....
days

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

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?

*YES/NO

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to:

Contact Person	Ms Thembeke Majozi
Telephone Number	033 264 2864
E-Mail Address	thembeke.majozi@kznedtea.gov.za

Or for technical information –

Contact Person	Mr. Alex Dlamini
Telephone Number	082 848 6771
E-Mail Address	Alex.Dlamini@kznedtea.gov.za

SECTION G**QUOTATION OFFER**

(To be completed by Bidder)

QUOTATION NUMBER: Q 47 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. <i>IF APPLICABLE:</i> 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**

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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 bidder

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

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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

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

Black people

Black people who are youth

EME
√

QSE
√

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

.....
.....

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:

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"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (d) Black people living in rural and under developed areas; (e) 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:

- 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

Date: _____

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:

- 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

Date: _____

Initial_____

SECTION J
QUESTIONNAIRE REPLIES

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

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

.....
DATE

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

SECTION L**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 **4 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 N. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)	X		
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS		X	
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	X		
SECTION F	PRICING SCHEDULE (SBD 3)	X		
SECTION G	QUOTATION OFFER	X		
SECTION H	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION I	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION J	QUESTIONNAIRES REPLIES	X		If applicable
SECTION K	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION L	GENERAL CONDITIONS OF CONTRACT	X		
SECTION M	AUTHORITY TO SIGN THE BID	X		
SECTION N	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION	X		If applicable

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 QUOTATION

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

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) 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_____

SECTION N

SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

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

[illegible]

SIGNATURE OF BIDDER:

DATE:

SECTION O

APPLICABLE

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved: **DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Quotation Reference No: **Q 47 EDTEA 22/23**

Goods/Service: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF TWO UNIT STANDARDS ON HEALTH AND SAFETY REPRESENTATIVE COURSES, NAMELY: (1) SAQA ID: 259622 "DESCRIBE THE FUNCTIONS OF THE WORKPLACE HEALTH AND SAFETY" AND (2) SAQA ID: 259619 "CONDUCT WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) INSPECTIONS". TRAINING IS TO BE PROVIDED TO 360 IASP PROJECT PARTICIPANTS, A PROGRAMME OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Date and time: **23 NOVEMBER 2022 @ 10h00am**

Venue: **ONLINE TEAMS MEETING –
Join on your computer or mobile app**

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 340 084 318 745

Passcode: DpxUKZ

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This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

Initial_____



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF TWO UNIT STANDARDS ON HEALTH AND SAFETY REPRESENTATIVE COURSES, NAMELY; (1) SAQA ID: 259622 “DESCRIBE THE FUNCTIONS OF THE WORKPLACE HEALTH AND SAFETY” AND (2) SAQA ID: 259619 “CONDUCT WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) INSPECTIONS”. TRAINING IS TO BE PROVIDED TO 360 IASP PROJECT PARTICIPANTS, A PROGRAMME OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.

ACRONYMS

CV	Curriculum vitae
EDTEA	Department of Economic Development, Tourism and Environmental Affairs
EPWP	Expanded Public Works Programme
ETDPSETA	Education, Training and Development Practices SETA
ETQA	Education and Training Quality Assurance
FP&MSETA	Fibre Processing and Manufacturing SETA
GETC	General Education and Training Certificate
HWSETA	Health and Welfare Sector Education and Training Authority
HCS	Hazard Communication Standards
KZN	KwaZulu-Natal Province
IASP	Invasive Alien Species Programme
NQF	National Qualifications Framework
OHS Act	Occupational Health and Safety Act No. 85 of 1993
PFMA	Public Finance Management Act
PPE	Personal Protective Equipment
POE	Portfolio of Evidence
RSA	Republic of South Africa
SAQA	South African Qualification Authority
SCM	Supply Chain Management
SETA	Sector Training and Education Authority
SLA	Service Level Agreement
SMMEs	Small, Medium and Micro Enterprises
US ID	Unit standard identity
US	Unit Standard

1. BACKGROUND INFORMATION

South Africa has one of the highest unemployment rates in the world which currently stands at more than 35,3%, hence job creation and skills development have remained one of the top priorities of the South African National Government. The Expanded Public Works Programme (EPWP) is one of Government's medium to long term strategies to reduce unemployment and alleviate poverty through creation of work opportunities using labour-intensive methods. The EPWP is also a strategy used by government to improve skills development through training, capacity development and on-the-job training of people involved in the programme. The government's Expanded Public Works Programme aim to provide work opportunities and income support to the poor and unemployed people through labour-intensive delivery of public and community assets and services, thereby contributing to the country's development. EPWP is currently at Phase 4 that started in April 2019. One of the key requirements for EPWP Phase 4 is that all EPWP sectors must promote project-based training that is aimed at capacitating EPWP participants. EPWP projects are encouraged to dedicate a portion of their allocated budgets for training of beneficiaries and report on it.

2. DEPARTMENTAL AND PROGRAMME OVERVIEW

The Department of Economic Development, Tourism and Environment Affairs is currently implementing an EPWP programme (Invasive Alien Species Programme) which serves as one of its response to the national mandate of job creation and skills development. For this purpose, the Department currently implements 40 EPWP projects that deal with the control and management of alien plants within various prioritized local municipalities of the province. The Invasive Alien Species Programme (IASP) is constituted within the National Government's Expanded Public Works Programme framework which aim to address socio-economic challenges being experienced, especially within rural areas. Recruitment of project participants is targeted to the poor and unemployed communities mainly from rural areas and priority is given to (60%) women, (55%) youth, and (2%) people living with disabilities. The EPWP projects assist the Department to achieve its environmental mandate of clearing invasive alien plants and thus achieving one of its environmental strategic goals.

3. IMPLEMENTATION OF TRAINING PROGRAMMES WITHIN IASP

The training of EPWP beneficiaries is informed by various government policies and prescripts. Firstly, the EPWP prescripts mandate IASP to provide quality education and training to EPWP beneficiaries through accredited short courses and / or skills programmes as well as non-accredited short courses. Secondly, the operations of the IASP programme involve handling of herbicides and this triggers a number of prescripts the programme is required to comply with, such as the OHS Act No. 85 of 1993 and many others. Among other activities, training of project participants is one of the strategies that the organization can utilize to achieve legal compliance. Furthermore, IASP programme employs people from rural communities that may not have any background on the work required to be undertaken by the project teams, hence the provision of training is critical as it can assist the participants to perform their duties effectively and efficiently. Finally, training will also equip the EPWP participants to access better employment opportunities during and when they exit the EPWP programme.

4. RATIONALE OF THE PROJECT

Among the prescripts that guides operations of the IASP is the Occupational Health & Safety Act (No. 85 of 1993), which requires the employer to bring about and maintain, as far as reasonably practicable, a work environment that is safe and

without risk to the health of the workers. This means that the employer must ensure that the workplace is free of hazardous substances, equipment, processes, etc. that may cause injury, damage or disease. However, it is not expected of the employer to take sole responsibility for health and safety issues within the work place. The Act is based on the principle that dangers in the workplace must be addressed by communication and cooperation between workers and the employer. The workers and the employer must share the responsibility for health and safety within the workplace. Both parties must pro-actively identify dangers and develop control measures to make the workplace safe. For this communication to happen, according to Section 17 of the Occupational Health and Safety Act (Act 85 of 1993), employers who employ 20 or more workers on their premises must appoint representatives to monitor health and safety conditions within the work place.

The primary role of a health and safety representative is to represent employees in their designated work group on matters of health and safety to their employer. The appointment of health and safety representatives is a legal requirement and representatives need to be designated in writing for a specified period of time. It is the employer's duty to ensure that once the Representatives have been nominated/designated, they should be properly empowered to perform their duties as health and safety representatives.

The Occupational Health and Safety Act (Act 85 of 1993), strongly emphasises the need to provide employees with instruction, information and training necessary to ensure their health and safety. Providing employees with health and safety information and training reduces the chance of them suffering injuries or ill health. It helps them acquire skills, knowledge and attitude to make them competent in the safety and health aspects of their work and instils a positive health and safety culture. Training ensure that all employees understand the hazards to which they may be exposed and how to prevent harm to themselves and others from exposure to these hazards. Furthermore, according to the Act, a person who performs health and safety inspections within the work place must be trained or skilled. Therefore, training should include: Training on how to perform inspections, including the relevant documentation and the laws pertaining to health and safety.

Hence the need to solicit services of an accredited service provider that would assist the Department to train designated health and safety representatives participating within the IASP. The required three-day course will provide an understanding of the roles of health and safety representatives and of safety committees. The course will also help the Department to fulfil its legal requirements, to consult with employees on health and safety matters, as well as creating a positive safety culture to improve performance, raise standards and create a safer and healthier workforce.

5. PURPOSE AND OBJECTIVES OF THE TERMS OF REFERENCE

The purpose of the Terms of Reference is to solicit a service provider accredited with the Health and Welfare Sector Education and Training Authority (HWSETA) to render training of two unit standards on health and safety representative courses, identified by SAQA ID: **259622** titled “**Describe the functions of the workplace health and safety**” and the other unit standard is identified by SAQA ID: **259619** titled “**Conduct workplace occupational health and safety (OHS) inspections**”. Both unit standards are based at NQF level 2 and carry 3 credits. The training is to be provided to **360** project participants of the Invasive Alien Species Programme, a programme of the

Department of Economic Development, Tourism and Environmental Affairs. The targeted project workers have been nominated as Health and Safety Representatives candidates from their project teams. The project teams are involved with the management and clearing of invasive alien plant species as part of their job functions.

6. COURSE OUTCOMES

6.1. Course: Describe the functions of workplace health and safety representative (259622) Level 2, Credits 3

The learner accredited with this unit standard will be able to explain the rights, powers, functions, and duties of the workplace health and safety representative and how any errant health, safety, and environmental issues may be handled. Learners will also be able to participate in the safety, health, and environmental structures and measure these activities according to health, safety and environmental requirements.

At the end of this unit standard the qualifying learner will be able to:

- Describe the framework of workplace health and safety legislation pertaining to health and safety representatives.
- Explain the specified requirements to conduct safety, health, and environmental representation activities at a working place.
- Address safety, health, and environment-related issues within their scope of authority.
- Comply with the activities within safety, health, and environmental structures.

6.2. Course: Conduct workplace Occupational Health and Safety (OHS) inspections (259619) Level 2, Credits 3

The learner accredited with this unit standard will be able to understand the legislation that applies to occupational health and safety and understand the impact that non-compliance would have in the workplace and understand the inspection protocols applicable to the workplace. Learners will also be able to carry out physical inspections and record, report, and deal with the results of the inspection in order to implement corrective and preventative actions.

At the end of this unit standard the qualifying learner will be able to:

- Explain the relevant legal requirements to conduct Occupational Health and Safety (OHS) inspections.
- Plan Occupational Health and Safety (OHS) inspections.
- Conduct inspections to identify non-compliance in the workplace.
- Report on Occupational Health and Safety (OHS) inspections.

7. SCOPE OF WORK/METHODOLOGY/DELIVERABLES

The following scope of works/methodology/deliverables are applicable and must be complied with.

- 7.1. The appointed Bidder will be expected to conduct or facilitate two unit standards on Occupational Health and Safety Representative training courses (a) first unit standard identified by SAQA ID: **259622** titled **“Describe the functions of the workplace health and safety”** based at NQF Level 2; with 3 Credits. (b) second unit standard is identified by SAQA ID: **259619** titled **“Conduct workplace occupational health**

and safety (OHS) inspections", based at NQF Level 2; with 3 Credits. Furthermore, the appointed Training Service Provider will be expected to assess the two unit standards according to the specific outcomes and assessment criteria as outlined by the South African Qualification Authority (SAQA).

- 7.2. The two unit standards are to be provided to **360** project workers that have been nominated as Health and Safety Representatives candidates from IASP project teams. The training will be conducted for 24 project groups and each group will consist of 15 learners. This means the ratio for training will be 1:15; meaning one (1) facilitator per 15 participants.
- 7.3. The appointed Bidder will be required to render the two unit standards/courses for three (3) days respectively for each training group of 15 participants, while the overall training programme is expected to run for four (4) months, after signing of the SLA.
- 7.4. Training is to be conducted on sites/venues provided by the Department. The delivery sites are located in ten districts of KZN province namely; Amajuba, uMgungundlovu, uMzinyathi, uThukela, iLembe, Harry Gwala, Ugu, King Cetshwayo, Zululand and uMkhanyakude District Municipalities. The specific delivery sites/projects are presented in **APPENDICE A**.
- 7.5. The appointed Bidder will be responsible to provide all training and assessment material. Among the material required, the service provider must provide training manuals for 360 participants and should be printed in English/IsiZulu (The manuals will be distributed to the learners).
- 7.6. Training content should cover all three competency levels (practical, foundational and reflective).
- 7.7. The Bidder must be able to facilitate and interpret training in both English and isiZulu language. This means, the facilitator must be capable of conversing within isiZulu and English.
- 7.8. The Bidder must conduct formative assessments and/or summative assessments for all the learners. The assessments can be written and/or verbal questioning or it could be classroom summative assessment and workplace practical assessment.
- 7.9. The Bidder must provide accredited competency certificate and statement of results after the completion of the course. Certificates of competence are to be issued to successful delegates upon submission of POE/examination or upon completion of assessments.
- 7.10. The certificates should be printed on an A4 Premium Paper and be laminated. The certificates shall be submitted to the Department after completion of the course.
- 7.11. The Bidder must notify HWSETA of the training and upload learners onto the SETA database. The Service Provider will be required to produce evidence of the uploading of the learners onto the HWSETA system.

7.12. At the completion of training, the appointed Training Service Provider will be required to submit a detailed close out report. The close out report must include the background, content of the training, participation of learners and attendance, identified barriers to learning if any, should contain pictures taken during training, challenges experienced, recommendations and signed original attendance registers for all participants. The report should be submitted as a hard copy (signed by the Training Manager/Coordinator) and should also be submitted as an electronic copy/mailed to the Department within 10 days after completion of training.

7.13. At completion of the project, the appointed Bidder will be required to submit an invoice after all the required documents and certificates have been submitted to EDTEA as mentioned in 7.9 to 7.12.

7.14. No part-payment will be applicable with this bid.

8. ELIGIBILITY CRITERIA

Bidders/Prospective Service Providers must comply with the following;

8.1. COMPANY REQUIREMENTS

8.1.1 Must have a registered company. Bidders must attach proof for company registration and associate documents.

8.1.2 Must be professionally accredited as a training service provider with the Health and Welfare Sector Education and Training Authority (HWSETA). With their bid, Bidders must provide/attach proof for their valid accreditation.

8.1.3 With their bid, Bidders must submit proof of valid accreditation to provide the required unit standard/s. Bidder must be accredited to provide the required unit standards (a) first unit standard identified by SAQA ID: **259622** titled “**Describe the functions of the workplace health and safety**” based at NQF Level 2; with 3 Credits. (b) second unit standard is identified by SAQA ID: **259619** titled “**Conduct workplace occupational health and safety (OHS) inspections**”, based at NQF Level 2; with 3 Credits. Alternatively, bidders who are accredited to offer services of one of the full qualifications on the following courses, will also be allowed to bid; i.e.

- SAQA ID: 74269: National Certificate – Occupational Health, Safety and Environment;
- SAQA ID: 78528: National Certificate – Chemical Operations; and
- SAQA ID: 79806: National Certificate- Occupational Hygiene and Safety.

8.1.4 The Bidder will be expected to demonstrate understanding and capability for the project scope and deliverables. The Bidder must attach a detailed proposed training approach/methodology/work plan that will be followed in rendering the training. The proposed training approach/work plan should also include or indicate quality assurance system(s), which will be put in place by the Bidder in order to ensure achievement of the training requirements and objectives.

8.1.5 Bidders must have successfully completed 2 to 5 projects in providing training on either of the two unit standards, (a) first unit standard identified by SAQA ID: 259622 titled “Describe the functions of the workplace health and safety” based at NQF Level 2; with 3 Credits. (b) second unit standard is identified by SAQA ID: 259619 titled “Conduct workplace occupational health and safety (OHS) inspections”, based at NQF Level 2; with 3 Credits. Alternatively, bidders must have completed 2 to 5 projects offering training in one of following full qualifications courses, i.e.

- SAQA ID: 74269: National Certificate – Occupational Health, Safety and Environment;
- SAQA ID: 78528: National Certificate – Chemical Operations; and
- SAQA ID: 79806: National Certificate- Occupational Hygiene and Safety.

8.1.6 Bidders must attach five (5) reference letters from previous clients detailing the actual work completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contactable references, contact numbers, duration and value of the contract.

8.2. KEY EXPERTS REQUIREMENTS

The bidding company will be expected to have competent key experts to successful deliver on the project goals and the key experts should consist of the following members;

- ✓ one training manager/coordinator;
- ✓ one Facilitator/Assessor; and
- ✓ one Moderator.

Please kindly note that team members who are submitted as part of the bid must be involved in carrying out of the project. Should there be a need for replacements, substitutes must be of equal qualified, capable and prior approval must be sort from EDTEA. The proposal should provide a detailed description of the team composition and Curriculum Vitae (CVs) of all project team members. Bidders must make it clear in either the proposal/organisational structure or in the CV the role to be played by the specific Key Expert. Professional experience and qualifying requirements for the key expert team members is expected to meet the threshold as presented below.

8.2.1. Training Manager / Training Coordinator

The Training Manager will be expected to oversee the overall coordination and delivery of the project. S/he may monitor or delegate other personnel to monitor trainings. This person should be the contact person for the training

company. Training Manager/Coordinator must have 1-3 years' experience in the field of skills development. Should have knowledge of either of the required two unit standards or Health and Safety Representative Training or any of the full qualifications in Health and Safety related courses as stated in the TOR. Bidders must attach a short CV of the training manager/training coordinator to the bid document and the CV must be submitted in the format provided in **Annexure B**.

8.2.2. Facilitator/Assessor

A Training Facilitator/Assessor will be required for the project. The Training Facilitator/Assessor must be registered as Assessor with HWSETA and must have 1-3 years' experience involved with the facilitation of either of the two required unit standards or Health and Safety Representative Training or any of the full qualifications in Health and Safety related courses as stated in the TOR. Proof of registration status of the Facilitator together with a Curriculum Vitae (CV), indicating experience, qualifications and any other professional registrations, must be attached to the bid document. A short CV of the Facilitator/Assessor must be submitted in the format provided in **Annexure B**. The proposed the Facilitator/Assessor must sign the statement of availability and exclusivity attached as **Annexure C**.

8.2.3. Moderator

One Moderator will be required for the project. The moderator must be registered with HWSETA and must have 1-3 years' experience working as a moderator for either of the required two unit standards or Health and Safety Representative Training or any of the full qualifications in Health and Safety related courses as stated in the TOR. Proof of registration status of the Moderator together with a Curriculum Vitae (CV), indicating experience, qualifications and any other professional registrations, must be attached to the bid. A short CV of the moderator must be submitted in the format provided in **Annexure B**. The proposed moderator must sign the statement of availability and exclusivity attached as **Annexure C**.

9. REPORTING

The appointed Bidder will report directly to IASP Training Coordinator on (cell) 066 1608 766 or email: minenhle.ndlovu@kznedtea.gov.za alternatively, the appointed Bidder will report to the Project Leader on (cell) 082 8486 771 or email: alex.dlamini@kznedtea.gov.za.

10. PROCEDURES AND PROCESSES

The following procedures/processes will inform the contract between the appointed Bidder and the Department (EDTEA);

- 10.1 Before any work can commence a service level agreement (SLA) must be signed by both parties (EDTEA and the successful bidder/tenderer) and should there be any dispute regarding the finalisation of the agreement, EDTEA reserves the right to cancel the contract/order with no cost implications for the Department.

- 10.2 The Department will finance the provision of the accredited training.

- 10.3 The Department will provide training venues for all training to be provided.
- 10.4 The appointed Bidder will provide all training materials and resources (including equipment and tools) for use during training.
- 10.5 For the duration of the project, the appointed Bidder will be expected to provide transportation to training venues, accommodation and meals for its own project team or key experts.
- 10.6 The Bidder/s should be willing to work in remote areas, which may be accessible by gravel roads.
- 10.7 The Bidder/s should be willing to avail themselves for logistic meetings or any other meetings regarding the training project contracted for.
- 10.8 The implementation of training will adhere to the systems and procedures required by the Public Finance Management Act (PFMA), EPWP guidelines/policies and any other related legislation.
- 10.9 The Department undertakes to pay-out in full within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports/documents as stipulated in Scope/Methodology/Deliverable section.
- 10.10 No payment will be made where there is outstanding information/work not submitted by the appointed Bidder until that outstanding information is submitted.
- 10.11 The appointed Bidder may sub-contract certain services if required following their own procurement policies and procedures but there are not allowed to subcontract more than 25% of the contract value.
- 10.12 The Department reserves the right to enlist more than one service provider or only part thereof e.g. (per District Municipality).

11. EVALUATION CRITERIA

The Evaluation Process will be conducted in the following phases:

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 capacity to execute the contract. .	Bids will be evaluated using the 80/20 preference points system	Awarded service providers will enter into a Service Level Agreement with the Department

11.1. Phase 1 – Administrative Compliance

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

11.1.1. 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.
Accreditation for the assessor and moderator:	Bidders will be expected to attach to the bid documents or provide proof of registration with HWSETA as an Assessor and proof of registration with HWSETA as a Moderator.
Bidder's Disclosure Form - SBD 4	Completed and signed
Compulsory Briefing Session (attendance required)	All documents must be signed and stamped. All signatures must be original. Initial all pages
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 such resolution shall include a specimen signature of the signatory.
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 such resolution shall include a specimen signature of the signatory.
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 such resolution shall include a specimen signature of the signatory.
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 such resolution shall include a specimen signature of the

	signatory.
Authority to Sign a Bid: JOINT VENTURE	<p>The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and such resolution shall include a specimen signature of the signatory</p>
Authority to Sign a Bid: CONSORTIUM	<p>The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and such resolution shall include a specimen signature of the signatory</p>
Authority to Sign a Bid: PARTNERSHIP	<p>The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.</p>

11.2. Phase 2 – Functionality Requirements

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.

No	Evaluation Criteria	Guidelines	Maximum Points
1	Understanding of assignment demonstrated by proposed approach/methodology/ work plan	The Bidder will be expected to demonstrate understanding and capability for the project scope and deliverables. The Bidder must attach a detailed proposed training approach/methodology/work plan that will be followed in rendering the training.	20
2	Quality assurance management system included or indicated in the proposed work plan/approach	The Bidders' proposed training approach/work plan should also include or indicate quality assurance management system(s), which will be put in place by the Bidder in order to ensure achievement of the training requirements and objectives.	15

3	<p>Experience of Company in execution & management of projects of a similar nature</p> <p>Provide references letters</p>	<p>Bidders must have successfully completed 2 to 5 projects in providing training on either of the two unit standards, (a) first unit standard identified by SAQA ID: 259622 titled “Describe the functions of the workplace health and safety” based at NQF Level 2; with 3 Credits. (b) second unit standard is identified by SAQA ID: 259619 titled “Conduct workplace occupational health and safety (OHS) inspections”, based at NQF Level 2; with 3 Credits.</p> <p>Alternatively, bidders must have completed 2 to 5 projects offering training in one of following full qualifications courses, i.e.</p> <p>SAQA ID: 74269: National Certificate – Occupational Health, Safety and Environment;</p> <p>SAQA ID: 78528: National Certificate – Chemical Operations; and</p> <p>SAQA ID: 79806: National Certificate- Occupational Hygiene and Safety.</p> <p>Bidders must attach five (5) reference letters from previous clients detailing the actual work completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contactable references, contact numbers, duration and value of the contract.</p>	20
4	Experience of Key Experts	<p>The bidder will be expected to have competent key experts to successful deliver on the project. The key experts required will consist of one Training Manager/Coordinator, one Training Facilitator/Assessor and one Moderator. With their bids, Bidders must attach the following documents;</p> <ul style="list-style-type: none"> • Bidders must attach a short CV of the training manager/training coordinator on the bid document and the CV must be submitted in the format provided in Annexure D. • Bidders must attach curriculum vitae (CV) of the Facilitator/Assessor to be involved in the project, indicating experience, qualifications and any other professional registrations. The CV must be submitted in the format provided in Annexure D. 	35

		<ul style="list-style-type: none"> Bidders must attach a curriculum vitae (CV) of the Moderator to be involved in the project, indicating experience, qualifications and any other professional registrations obtained. The CV must be submitted in the format provided in Annexure D. 	
	Overall Score Total		90

11.3. Phase 3 – Price and Preference point evaluation

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.3.4 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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	16

4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- 11.3.6 Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.
- 11.3.7 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.
- 11.3.8 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.

11.4 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.

12 NON-APPOINTMENT

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

ANNEXURE B: EVALUATION GRID

NAME OF PROJECT	MAXIMUM	INITIAL ASSESSMENT
APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF TWO UNIT STANDARDS ON HEALTH AND SAFETY REPRESENTATIVE COURSES, NAMELY; (1) SAQA ID: 259622 “DESCRIBE THE FUNCTIONS OF THE WORKPLACE HEALTH AND SAFETY” AND (2) SAQA ID: 259619 “CONDUCT WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) INSPECTIONS”. TRAINING IS TO BE PROVIDED TO 360 IASP PROJECT PARTICIPANTS, A PROGRAMME OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.		
Understanding of assignment, methodology and company experience	(55)	
Understanding of assignment demonstrated by proposed approach/methodology/work plan: Bidder must attach a detailed proposed training approach/methodology/work plan that will be followed in rendering the training.	(20)	
Company shows clear understanding of the assignment = 20 points		
Some understanding of assignment = 10 points		
No understanding of assignment = 0		
Quality assurance management system included: The Bidders' proposed training approach/work plan should also include or indicate quality assurance management system(s), which will be put in place by the Bidder in order to ensure achievement of the training requirements and objectives.	(15)	
A very good quality management system or plan included in the approach = 15 points		
A good quality management system or plan included in the approach = 10 points		
A poor-quality management system or plan included in the approach = 0		
Company experience References provided from previous clients: Bidder must provide 5 detailed references from previous clients detailing the actual work completed. The letter must include the company name, contactable references, contact numbers, duration and value of the contract.	(20)	
5 + reference letters = 20 Points		
4 reference letters = 15 Points		
3 reference letters = 10 Points		
2 reference letters = 5 points		
No reference letters = 0		
Project Team/Key Experts: Relevant experience	(35)	
Training Manager: Relevant experience	(10)	
3+ Years' Experience = 10 points		
1 -2 Years' Experience = 5 points		
Less than 1 Year' Experience = 0		
Training Facilitator/Assessor: Relevant experience	(20)	

3+ Years' Experience = 20 points		
1 -2 Years' Experience = 10 points		
Less than 1 Year' Experience = 0		
Moderator: Relevant experience	(5)	
3+ Years' experience = 5 points		
1- 2 Years' Experience = 3 points		
Less than 1 years' Experience = 0		
Total Evaluation Score	90	
Minimum passing score	54	

The minimum pass mark for this project is 60%
To be completed for tender by each evaluator

Strengths	
Weaknesses	

Evaluation performed by:

Name	
Signature	
Date	

ANNEXURE C: CV FORMAT**CURRICULUM VITAE (maximum 3 pages)**

1. Family Surname:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil Status:
6. Education:

Institution [Date from - Date to]	Qualification obtained:

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

Language	Read	Speak	Write
English			
IsiZulu			

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

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

14. Other relevant information (e.g., Publications)

Initial_____

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.

Name	
Signature	
Date	

APPENDICE A: GEOGRAPHICAL AREAS AND NUMBER OF LEARNERS
Geographical areas where training services are expected to be delivered

District	Project Area/Delivery sites	No of Participants
uMgungundlovu District	Mashingeni Project (uMngeni Local Municipality)	15
	Mshwathi project (Swayimane Community Hall)	15
	Msunduzi project (Msunduzi Local Municipality Building)	15
	Richmond 1 Project (Agricultural Hall- Richmond Town)	15
uMzinyathi District	uMvoti Local Municipality Building	15
uThukela District	Inkosi Langalibalele (Escourt Library)	15
iLembe District	KwaMaphumulo (Maphumulo Local Municipality Office)	15
	Ndwendwe Project (Ndwendwe Local Municipality)	15
Harry Gwala District	Edresini Project (Mzimkhulu LM)	15
	VAI Project (Mzimkhulu LM Offices)	10
	VAI Project (NDZ LM – Centocow)	15
	Greater Kokstad Project (Greater Kokstad LM)	15
Ugu Districts	Umzumbe Project (uMzumbe Local Municipality Office)	15
	Vulamehlo project (KwaCiko Hall- Vulamenhlo)	15
King Cetshwayo District	Nkandla Project (Nkandla Local Municipality)	15
Amajuba	Mgundeni Project (Mandlangeni Local Municipality)	15
Zululand District	Nongoma & Magudu projects (Nongoma DARD Office)	15
	Ulundi project (uLundi EDTEA Office)	15
Mkhanyakude District	Thobothini IAS Project (Jozini Local Municipality)	15
	Qalakancane Project (Jozini LM)	15
	Jozini project (Jozini Local Municipality Office)	20
	Mfithi Project (Jozini Local Municipality Office)	30
	uMhlabaulyalingana Project (uMhlabaulyalingana LM)	15
TOTAL PARTICIPANTS TO BE TRAINED		360