



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 02 EDTEA 2023/2024

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

Suitable and capable service providers are invited to bid for **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HOSTING, OPERATIONALIZE, SUPPORT, ENHANCEMENT AND MAINTENANCE ON CASE MANAGEMENT SYSTEM FOR CONSUMER PROTECTION SERVICES WITHIN THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA) FOR 36 MONTHS**

Collection of Bid Documents

Bid documents can be downloaded from www.etenders.gov.za / www.kznedtea.gov.za

COMPULSORY Briefing Session (*APPLICABLE*)

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>217 BURGER STREET PIETERMARITZBURG 3201</u>	<u>15 August 2023</u>	<u>10h00 am</u>

Queries relating to the issue of these documents may be addressed to Sthabile Khuzwayo

Tel. No. (033) 264 2663:

E-mail: sthabile.khuzwayo@kznedtea.gov.za

Closing Date: 05 September 2023

The closing time for receipt of Tenders is 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB: Kindly Please also submit copies of proposal in a flash drive.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
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PART A: INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 02 EDTEA 23/24	CLOSING DATE:	05 SEPTEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HOSTING, OPERATIONALIZE, SUPPORT, ENHANCEMENT AND MAINTENANCE ON CASE MANAGEMENT SYSTEM FOR CONSUMER PROTECTION SERVICES WITHIN THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA) FOR 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sthabile Khuzwayo		CONTACT PERSON	Tshepiso Selepe	
TELEPHONE NUMBER	033 264 2864 /083 823 9781		TELEPHONE NUMBER	033 624 2716/079 505 2402	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sthabile.khuzwayo@kznedtea.gov.za		E-MAIL ADDRESS	tshepiso.selepe@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION 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 BID 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	Bid Offer	Yes	Yes				
Section H	Bidder's disclosure form (SBD4)	Yes	Yes				
Section I	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022			Yes			
Section J	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section K	Official Briefing session form	Yes	Yes				
Section L	Special Conditions of Contract						
Section M	General Conditions of Contract	Read only					
Section N	Authority to Sign a BID						
	Provide resolution letter for the relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the	Yes	Yes				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	authorised representatives of the enterprises						
Section O	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						
Annexure E	Board Resolution Format						

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 favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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: 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 ZNT 02 EDTEA 2023/2024
Closing Time 11:00	Closing date: 05 September 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Item No.	Description of Service	Price
1	Loading of Consumer Complaints data, Consumer Education data, Compliance and Enforcement data and as well as the Consumer Tribunal data in the Case Management System	
2	e-Mail Centre	
2	Social Media platforms	
4	SMS service	
5	Hosting, Operationalizing, Support and Maintenance service	
6	Post	
7	Please Call Me (SMS) bundle	
8	Provision of GIS Location and Digital Smartpen, mini laptops to field workers	
Total amount(excluding Vat		
Vat at 15%(for Vat Vendor)		
Grand Total Price (Bid Price in RSA currency with all applicable taxes included)		

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

SECTION G: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 02 EDTEA 2023/24

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

NAME OF BIDDER:**SIGNATURE****DATE:**

.....

.....

.....

FOR OFFICE PURPOSES ONLY**IMPORTANT****Mark appropriate block with "X"**

1. HAVE ANY ALTERATIONS BEEN MADE? YES NO

2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES NO

3. **IF APPLICABLE:** DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? YES NO

SECTION H: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION

03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bid der

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

OWNERSHIP DEMOGRAPHIC SCHEDULE

- ✓ Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.

N O.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO- OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TO TA L													

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Africans	10	
Youth	05	
Geographical Location (KZN Province)	05	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

Initials: _____

SECTION J: QUESTIONNAIRE REPLIES

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

.....

SIGNATURE OF BIDDER
(PRINT NAME)

.....

DATE

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

SECTION K: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

COMPULSORY

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

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 02 EDTEA 2023/2024

Service APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HOSTING, OPERATIONALIZE, SUPPORT, ENHANCEMENT AND MAINTENANCE ON CASE MANAGEMENT SYSTEM FOR CONSUMER PROTECTION SERVICES WITHIN THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA) FOR 36 MONTHS.

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>217 BURGER STREET PIETERMARITZBURG 3201</u>	<u>15 August 2023</u>	<u>10h00 am</u>

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....
ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE
CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

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

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION L: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 **36 Months**

2. EVALUATION CRITERIA

There are *(four (4) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance, Functionality, Price and Preference points (Specific goals) and price negotiation.**

2.1 Step 1 - Administrative Compliance

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

The following documentation must be submitted:

CRITERIA	YES	NO	REMARKS
SECTION A PART A	INVITATION TO BID (SBD 1)	X	
SECTION A 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 DATABASE	X	
SECTION F	PRICING SCHEDULE FIRM PRICES (SBD 3.1)	X	
SECTION G	BID 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	
SECTION K	BRIEFING SESSION	X	Applicable
SECTION L	SPECIAL CONDITIONS OF CONTRACT	X	
SECTION M	GENERAL CONDITIONS OF CONTRACT		Read only
SECTION N	AUTHORITY TO SIGN THE BID	X	
SECTION O	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION		If applicable

2.2 Step 2 - Functionality

This 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.

2.3 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 preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will results in non -allocation of preference points.

Specific goals	Documents required to determine specific goals respectively
Preference Goal 1- HDI	
Africans	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
Preference Goal 2- RDP	
Youth	Completed ownership demographic form, CIPC Certificate copy of Identity document and completed SBD 6.1
Geographical Location (KZN Province)	Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1

2.4 Step 4 - Price negotiation

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

3 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 M: 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

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 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

- 1.1 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.

7. 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:
 - 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
 - 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.

8. Inspections, tests and analyses

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

9. Packing

- 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.

7. Delivery and documents

- 7.1 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.
- 7.2 Documents to be submitted by the supplier are specified in SCC.

8. Insurance

- 8.1 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.

9. Transportation

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

10. Incidental Services

- 10.1 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.
- 10.2 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.

11. Spare parts

- 11.1 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.

12. Warranty

- 12.1 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.
- 12.2 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.
- 12.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 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.
- 12.5 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.

13. Payment

- 13.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 13.2 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.
- 13.3 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.
- 13.4 Payment will be made in Rand unless otherwise stipulated in SCC.

14. Prices

- 14.1 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.

15. Contract amendments

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

16. Assignment

- 16.1 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.

17. Subcontracts

- 17.1 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.

18. Delays in the supplier's performance

- 18.1 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.

- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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.

19. Penalties

- 19.1 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.

20. Termination for default

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.

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

20.7 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.

21. Anti-dumping and countervailing duties and rights

21.1 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.

22. Force Majeure

22.1 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.

22.2 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.

23. Termination for insolvency

23.1 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.

24. Settlement of Disputes

24.1 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.

24.2 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.

24.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

24.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

24.5 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.

25. Limitation of liability

- 25.1 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.

26. Governing language

- 26.1 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.

27. Applicable law

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

28. Notices

- 28.1 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
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

29. Taxes and duties

- 29.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 29.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 29.3 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.

30. National Industrial Participation (NIP) Programme

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

31. Prohibition of Restrictive practices

- 31.1 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).
- 31.2 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 19

SECTION N: AUTHORITY TO SIGN A BID

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.

SECTION O: 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:

Annexure A: Terms of Reference/ Specifications

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HOSTING, OPERATIONALIZE, SUPPORT, ENHANCEMENT AND MAINTENANCE ON CASE MANAGEMENT SYSTEM FOR CONSUMER PROTECTION SERVICES WITHIN THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA) FOR 36 MONTHS

1. Definitions of Acronyms

B-BBEE	Broad-Based Black Economic Empowerment
CCA	Call Centre Agents
CD	Compact Disk
CIPC	Companies and Intellectual Property Commission
CIP	Continuous Improvement Plan
CV's	Curricula Vitae
DTIC	Department of Trade, Industry and Competition
EDTEA	Department of Economic Development, Tourism and Environmental Affairs
FAQ's	Frequently Asked Questions
GIS	Geographic Information System
ITC	Information and Technology and Communication
KZN	KwaZulu-Natal
NGO's	Non-Governmental Organizations
PSC	Project Steering Committee
SA	South Africa
SARS	South African Revenue Services
SLA	Service Level Agreement
SOEs	State Owned Enterprises
SMS	Short Message Service
USB	Universal Serial Bus

2. Departmental and Programme Overview

The Department of Economic Development, Tourism and Environmental Affairs (EDTEA) have a vision of attaining inclusive growth for job creation and economic sustenance. In order to achieve this overall goal, one of its strategic missions is to monitor and enforce sound business and consumer regulations. In order to achieve this overall goal and mission, the department has established the Business Regulations Programme.

The purpose of Business Regulations is to manage and implement the Constitutional legislative mandate of the Province in relation to liquor (policy and legislation function only), consumer and regulation services (formal and informal businesses) in terms of applicable liquor, consumer and business legislation. One of the Sub programmes of Business regulations is the Consumer Protection sub programme whose overall purpose is to promote, protect and further the rights of consumers in the Province.

The Consumer Protection Services within EDTEA is committed to being citizen-centric and deals with numerous consumer complaints in the entire KwaZulu-Natal province.

At present, the Office of the Consumer protector facilitates the interaction between the customer and the company concerned until an amicable settlement is reached. But the biggest challenge for our division is that, this task is done manually since there is no computerized system. This manual system does not augur well in terms of tracking efficiency in terms of turnaround time for resolution of the complaints received and managing the complaint received to completion effectively. Further complaints are received from various districts offices throughout KZN and hence there is no centralized data management system and electronic recording of resolved cases which could also be utilized by complaints handlers throughout the province for similar cases.

The sub programme has since resolved that one of the ways of ensuring that we receive and manage complaints effectively and efficiently is by creating an integrated electronic platform for all consumers to lodge consumer related complaints within the province and to track same through an effective case management system.

Further in terms of 27(3) of the KwaZulu-Natal Consumer Protection Act 04 of 2013 the Office of the Consumer protector is obliged to maintain an index and filing system of all consumer complaints.

The intention behind this project is to –

- a) to achieve excellent resolutions of complaints with positive outcomes within a reasonable timeframe and speedy resolutions of cases and efficient and effective customer / consumer service;
- b) to provide consumers with a positive experience in engaging with Consumer Protection Services within KZN via a dedicated case management system;
- c) to optimise service delivery through innovative information communication technologies in the province; and
- d) to protect and promote constitutional rights and to expand opportunities for the consumers.

2.1 Background of the Case Management System

Given the above and this statutory requirement, the Office of the Consumer Protector has procured the case management system and require the hosting, operationalization, enhancement, support services and maintenance in order to –

- To provide a comprehensive management tool to manage the consumer Complaints process;
- To ensure consumers are fully aware of the status of the complaint at any stage;
- To establish the monetary gain by customers who were successful;
- To keep track of the progress and status of each complaint;
- To track progress made by the statutory bodies;
- To provide accurate and timely statistics to management to facilitate planning and decision-making;
- To reduce the time and cost associated with the Consumer complaints process.
- To increase accessibility of services for the consumers throughout KZN through the contact Centre;
- also serve as a database of all consumers in KZN through which educational information relating to consumer matters can also be disseminated to;
- to improve operational efficiency on turnaround time for the resolution of complaints received;
- assist with trends analysis relating to nature of complaints, sector from which complaints emanates from, geo graphic location of complaints etc;
- Establish a database of resolved case management and best practices and learning's which can be accesses and utilized by all complaints handlers throughout the Province;
- Serve as an electronic archival record of all cases managed;
- Enhance the case management system with smartpen digital and GIS location systems
- Improve on and track efficiency of education and outreach programmes by monitoring the public response rate it of consumer awareness issues; and
- to assist the Consumer protector to develop an overall strategic intervention into the affected sector.
- To electronically capture and register all inspections conducted in our province.
- To electronically capture and register all consumer complaints adjudicated by the Consumer Tribunal.

2.2 Rationale to use external service provider:

Given the above background, the department would like to source the services of the external service provider/s to host, operationalize, enhance, maintain and implement the SITA developed integrated case management system for all our district offices as a result of SITA failing to deliver an efficient and effective service which resulted to poor service delivery and failure by ourselves to fully operationalize the developed system.

The services of the external service provider/s will be required to fast track service delivery and efficiency in servicing our consumers through the use of advanced technological methods such as e-mail, short messaging service (SMS), please call me service, social media platform, and postal mail receipt and response in disseminating information to all our consumers.

The successful service provider will be expected to host, operationalize, enhance, maintain and provide support integrated Case Management System for the Consumer Protection Services within EDTEA for the total contractual period of 36 months made up as follows –

- a period thirty-six (36) months to host, operationalize and maintain the case management system.

3. Purpose of the TOR

The purpose of this document is to procure the services of any suitably qualified ITC service provider to host, operationalize, enhance, support and maintain an integrated Case Management and Contact Centre system for EDTEA Consumer Protection services for a period of 36 months.

4. Project Objectives

The main objective of this project is to secure the services of a suitably qualified ITC service provider to host, operationalize, enhance, support and maintain an integrated existing Case Management system for EDTEA Consumer Protection services mainly for Complaints Handling Unit, Consumer Education Unit, Compliance and Enforcement Unit and as well as the Consumer Tribunal.

4.1 Overall Objectives

The specific objective of the project is:

- to host, operationalize, support, enhance and maintain a comprehensive real time electronic digitised case management system to manage the consumer Complaints process which must include and ensure –
- accessibility of services for the consumers throughout KZN through the contact centre;
- that consumers are fully aware of the status of their complaint at any stage through SMS, please call me, email and voice calls functionality;
- increased productivity and analyse all consumer complaints received including both telephonic and written complaints received throughout our districts in Kwazulu-Natal including our Head Office in Pietermaritzburg;
- establish a database of all consumers in KZN which can be utilised for the purposes of disseminating educational information relating to consumer matters via email, sms or other social media platform;
- improve operational efficiency and turnaround time for the digital capturing of consumer complaints through digital pen and the faster resolution of complaints received;
- develop a trends analysis tracking system relating to nature of complaints, sector from which complaints emanates from, geographic location of complaints etc can be obtained;
- establish and maintain a database of resolved cases and best practices which can be accessed and utilized by all complaints handlers throughout the Province;
- ensure that an electronic archival record of all cases managed is maintained;
- graphically illustrate by use of dashboards the GIS location of the complaints received through the system to disclose the effectiveness of our outreach programs throughout the province;
- provide an oversight function through meaningful reporting to enable the Consumer protector to develop an overall strategic intervention into the affected sector.
- to provide statistics in the form of reports and dashboards to management to facilitate planning and decision-making;
- to provide **administrative project management and maintenance support** in terms of both the comprehensive real time electronic case management system.
- to provide smartpen digitalization and enhancement of the case management system with regarding to the operations of the other sub programmes consisting of Consumer Tribunal, Consumer Education, Compliance and Enforcement
- to provide digital smartpens and Ipads which have GIS location for field workers mainly Compliance and Enforcement, Consumer Tribunal, Consumer Education

4.2 Key Output

In order to achieve the specific objectives of this project as outlined above, the project will be broken down to into the following phases –

Phase 1 – Project initiation;

Phase 2 – hosting of the comprehensive real time electronic case management system;

Phase 3 – operationalizing of the comprehensive real time electronic case management system;

Phase 4 – Systems implementation with enhancement and maintenance support;

Phase 5 - Source documents and system handover;

Phase 6 – final project close out

5 Scope of Work

Specific Activities and Outputs

In order to achieve the specific objectives of this project as outlined above, the project will be broken down into the following phases –

Phase 1 – Project initiation;

Phase 2 – hosting of the comprehensive real time electronic case management system;

Phase 3 – operationalizing of the comprehensive real time electronic case management system;

Phase 4 – Systems implementation with enhancement and maintenance support;

Phase 5 - Source documents and system handover;

Phase 6 – final project close out

The following specific outputs are expected on the completion of the project:

Phase 1: Project initiation

- Upon appointment the service provider will be required to commence by drafting an inception report that will detail the overall research approach, methodology, expected timeframes and relevant costs for each phase of the project.
- Identification of the Project Steering Committee (PSC) and provide an indicative schedule for the PSC meetings.
- The inception report is an interim deliverable that is expected to be completed two weeks from the time that the service provider is appointed.
- The service provider will be required to present the first phase to the PSC for adoption prior to approval.

Phase 2: Hosting of the comprehensive real time electronic case management system;

- Conduct an analysis of various scope and business processes mapping of the nature of the consumer protection operations at both the head office and the district offices;
- Implement the specifications for the case management system to ensure that the specific objectives of the project are fully catered for;
- Implement a user requirement specification in terms of the required technological environment, such as, Windows Server, MS SQL Server for approval by the department;
- Ensure that the system complies with minimum security standards;
- Ensure the use of the following functionality but not limited to –
 - a) Email;
 - b) SMS; (to allow for the purchase of sms bundles from other service providers)
 - c) Fax;
 - d) Please call me;
 - e) Voice recording of received calls,
 - f) Social media platforms;
 - g) Tracking and recording against case history with allowance of real time messaging;
 - h) Creation of various dashboards (maximum 30) and customized reports (maximum 60);
 - i) Graphic illustrations of GIS location of callers;
 - j) Categorization of cases
- Provide a hosting solution for the IT based system;
- Print facility of the entire case file and supporting attachments
- Ensure that the system is able to allow for documents to be uploaded, stored and tracked;
- System testing to debug
- Presentation of a detailed project report as at the end of Phase 2
- Develop a **Business continuity and Disaster Management Plan which must include -**

Requirement
The DMP must be available for each business/technology area or for the company as a whole. Provide sample of your current DMP.
The plan must include contingencies in the event of power failure (back-up generator, alternative office space to the operation, etc.) or any other service operations that will affect services to the consumer. Provide examples of your current Contingency Procedure/ Plan
The plan must address the restoration of key aspects of consumer related processes and support processes (e.g. emergency management, human resources, technological resources, media or public relations management)
Evidence of assimilation must be conducted to test practicability of the Disaster Management Plan (fire drills, evacuation, etc.)
The recovery time must have specific objectives for each of the business/technology areas
Data storage and back-up standards must be maintained Note: All data remains the property of EDTEA
EDTEA should receive such back-ups of information at daily and monthly intervals. Daily Back-ups must be completed and stored off-site. Provide example of a back- up procedure and a register of current off-site back-ups
Compile a Business Continuity Policy for the proposed service required by the EDTEA

Technology

Potential service providers must provide a detailed **ICT plan** which includes:

Requirement	Standard
Any technology used to include smartpen and Ipads must be able to integrate with EDTEA ITC network systems.	EDTEA ITC standard operating system
Access to information databases and where applicable, software systems residing in EDTEA as client department may be made available to the service provider if such access is required to improve service delivery.	EDTEA Requirement

All toll-free and or share call numbers are owned by the EDTEA and will be made available to the service provider for the duration of the contract.	EDTEA Requirement
The service provider must ensure that trigger numbers are available to accommodate toll- free or share-call lines.	EDTEA Requirement

Phase 3 – operationalizing of the comprehensive real time electronic case management system;

The service provider is expected to provide the following –

- Provide various costed options for the operationalizing of the real time electronic case management system with the necessary resources into of IT infrastructure etc;
- It is expected that the service provider will conduct training from time to time during the operationalization of the case management system whenever required and also to provide the necessary skills for Consumer Protection staff;
- It is expected that the service provider will maintain the required resources and staff for optimal efficient operations during the course of the contract.

The following service levels are expected to be delivered by the service provider -

Operating hours

Operating Hours - (Including Public Holidays)		
1	Loading of Consumer Complaints data, Consumer Education data, Compliance and Enforcement data and as well as the Consumer Tribunal data in the Case Management System	Monday to Friday 07h30 to 16h30
2	e-Mail Centre	Monday to Friday 07h30 to 16h30
3	Social Media platforms	Monday to Friday 07h30 to 16h30
4	SMS service	Monday to Friday 07h30 to 16h30
5	Hosting, Operationalizing, Support and Maintenance service	Monday to Friday 07h30 to 16h30
6	Snail mail (Post)	Monday to Friday 07h30 to 16h30
7	Please Call Me	Monday to Friday 07h30 to 16h30
8	Provision of GIS Location and Digital Smartpen, Ipads	Monday to Friday 07h30 to 16h30

Quality assurance
Quality Assurance plan

Potential service providers must provide a detailed **Quality Assurance plan** which includes:

Required Service Level	Benchmark Standard	
Analysis of data: telephonic, electronic, written, interpersonal; Following prescribed EDTEA processes; Following internal processes e.g. data capture accuracy, contact management and after call work	Minimum of 5% of all contacts to be assessed (across all Channel, Department and status types) 3% Critical errors 5% Non-critical errors	100% to EDTEA Requirement
Product/service knowledge	Measure the product/service knowledge and report weekly/monthly	100% to EDTEA Requirement
Analyse consumer satisfaction surveys and consumer complaints (compile trend analysis charts to identify common problems and recommend solutions)	Analyse consumer complaints monthly Analyse consumer surveys quarterly, six monthly, annually Variance between consumer satisfaction scores and quality assessment scores <10% 100% of consumer complaints and consumer surveys analyzed	10% variance 100% analyses of consumer Complaints and consumer Surveys
Conduct caller profiling	Provide complete consumer profiles within 6 months of contract start date Provide consumer profiling reports: weekly, monthly, quarterly	100% to EDTEA Requirement

Continuous Improvement Plan

Prospective service providers must provide a Continuous Improvement Plan (CIP), to improve products, services, and or processes. Service delivery processes must be constantly evaluated and improved in the light of their efficiency, effectiveness and flexibility. (The project context, opportunities and threats may change during the course of the project based on environmental, business and client requirements).

Requirement	Standard
Potential service provider to provide a Continuous Improvement Plan that includes measurement, and reporting, continual and periodic assessment of the continuing appropriateness and relevance of the Contact Centre as an outsourced model.	EDTEA Requirement

A detailed report at the end of this phase to be tabled to the project steering committee for adoption and provided to the Department.

Phase 4 – Systems implementation with enhancements and maintenance support;

The successful service provider must –

- Provide a quality Case Management System service to the Consumer Protection Services within EDTEA, consumers and the general public of the Kwazulu-Natal province;
- Assist with compiling of a user training manual for the Case Management system;
- Conduct workshop and training for the EDTEA management and identified users to utilize the system;
- The successful service provider must compile a detailed standard operating procedure manual containing all details pertaining to the case management system;
- The successful service provider must provide training to EDTEA officials on the standard operating procedure manual for the case management system;
- Assist in Capturing Data of existing pending consumer complaints case files;
- Provide IT administrative support personnel for the duration of the Project;
- Provide digital smartpens and ipads for field workers in all districts and ensure that complaints are captured and registered with a digital pen system
- Create user profiles and access rights for the new system;
- Maintain service levels and identify efficiencies, problem areas, and develop continuous improvement plans;
- Provide a knowledgeable and customer-centric resource base fit for purpose to achieve excellent outcomes;
- Ensure that they are compliant with applicable labour related legislation, appropriately skilled and be able to demonstrate sound human resource processes across the entire value chain;
- Annual review of dashboards and customized reports;
- Allow for addition of maximum ten (10) new dashboards and reports per annum
- Monthly progress reports on the project to be provided;
- The service must ensure that upon finalization of each case, a hard copy of the case management file is opened and handed over to the department;
- A detailed report including a training report at the end of this phase to be tabled to the project steering committee for adoption and provided to the Department.

Reporting

Potential service providers must provide a detailed **Reporting schedule** which includes:

Requirement
Reports are to be in accordance with EDTEA Requirements which include verification and non-editable formats and EDTEA branding, with source documents included as evidence.

Quality Reports: Monthly quality report for EDTEA - consolidated and per department service provided, according to the metrics set. Quality assessment evidence data to be provided along with the report.
Performance reporting requirements: Daily dashboard report that indicate whether the service levels have been achieved
Monthly detailed report for the EDTEA services that includes whether service levels have been achieved and; Monthly detailed report for each EDTEA department and service that includes whether service levels have been achieved
Quarterly detailed report for all EDTEA services per department as well as a consolidated report
Annual detailed report for the EDTEA services
Monthly data dumps onto a CD or similar electronic storage devices must be provided by at least the 2nd day of the following month

Phase 5 - Source documents and system handover;

- The successful service provider must ensure that the user training manual and the standard operating procedure manual are issued to the department;
- The successful service provider shall ensure that use of all rights, licenses, source codes and copyright developed programs, together with the existing information in the system which are transferred to shall become the property of the department at all times;
- A detailed report at the end of this phase to be tabled to the project steering committee for adoption and provided to the Department.

Phase 6 – final project close out

- In this phase, the service provider would be expected to produce an overall report on the project;
- The report should highlight challenges faced during the process and provide future recommendations;
- The preliminary reports will be presented to the PSC on a monthly basis.
- The service provider is expected to incorporate recommendations made by the PSC for the preparation of the progress report for this phase which will be submitted to the department;
- Produce a final close out report of the entire project together with all other relevant documentation and records.

Final reports at each phase should be submitted through:

- (i) Four hard copies of the report; and
- (ii) One electronic version in a compact disk (USB).

5.1 Specific Deliverables

In order to achieve the specific objectives of this project as outlined above, the project will be broken down to into the following phases –

Phase 1 – Project initiation;

Phase 2 – hosting of the comprehensive real time electronic case management system;

Phase 3 – operationalizing of the comprehensive real time electronic case management system;

Phase 4 – Systems implementation and maintenance support;

Phase 5 - Source documents and system handover;

5.2 Summary of Specific Tasks and Activities

The specific objective of the project is:

- to host, operationalize, support, enhance and maintain a **comprehensive real time electronic digitised case management system** to manage the consumer Complaints process which must include and ensure –
- accessibility of services for the consumers throughout KZN through the contact centre;
- that consumers are fully aware of the status of their complaint at any stage through SMS, please call me, email and voice calls functionality;
- increased productivity and analyse all consumer complaints received including both telephonic and written complaints received throughout our districts in Kwazulu-Natal including our Head Office in Pietermaritzburg;
- establish a database of all consumers in KZN which can be utilised for the purposes of disseminating educational information relating to consumer matters via email, sms or other social media platform;
- improve operational efficiency and turnaround time for the digital capturing of consumer complaints through digital pen and the faster resolution of complaints received;
- develop a trends analysis tracking system relating to nature of complaints, sector from which complaints emanates from, geo graphic location of complaints etc can be obtained;
- establish and maintain a database of resolved cases and best practices which can be accessed and utilized by all complaints handlers throughout the Province;
- ensure that an electronic archival record of all cases managed is maintained;
- graphically illustrate by use of dashboards the GIS location of the complaints received through the system to disclose the effectiveness of our outreach programs throughout the province;
- provide an oversight function through meaningful reporting to enable the Consumer protector to develop an overall strategic intervention into the affected sector.
- to provide statistics in the form of reports and dashboards to management to facilitate planning and decision-making;
- to provide **administrative project management and maintenance support** in terms of both the comprehensive real time electronic case management system.
- to provide smartpen digitisation and enhancement of the case management system with regarding to the operations of the other sub programmes consisting of Consumer Tribunal, Consumer Education, Compliance and Enforcement
- to provide digital smartpens and ipads which have GIS location for field workers mainly Compliance and Enforcement, Consumer Tribunal, Consumer Education

5.3 Duration and Phasing

The project is for a period of **three (3) years** with commencement date from date of signing of the service level agreement.

6 Team Composition

REQUIREMENTS - Skills requirement/experience

Company / consortium Experience –

The resources required to manage the service must be knowledgeable and a customer-centric task team, versed in customer services and governance policies, with the supporting management structure, to satisfy the service requirement. The service provider must ensure that they are compliant with applicable labour related legislation and be able to demonstrate sound human resource processes across the entire value chain.

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

- Minimum of 3 - 5 years' experience in development of a similar integrated case management system whether in the public or private sector.
- Sufficient knowledge and understanding of consumer related complaints, and real time database management
- Project management skills;
- Report writing and presentation skills, and can demonstrate a proven track record of previous projects undertaken.

Therefore, a company profile should be part of the proposal and clearly outline the company's prior experience. Reference letters and a list of prior projects must be submitted as proof of such experience.

Key Experts

The appointment of the Service Provider will be based on the strength of key experts' curriculum vitae that will contribute to the successful execution of the project. It is therefore imperative on the Service Provider to ensure that the Project Team comprises of individuals that will contribute to the successful execution of the project. All team members should have a proven track record of involvement in similar projects. The proposal should provide a detailed description of the Team composition and Curricula Vitae (CV's) of all Project Team members should be submitted in the attached format.

Please kindly note that team members who are submitted as part of the bid must be involved in carrying out the project. Bidders must ensure that the statement of Availability Annexure D is completed per team member. Should there be a need for replacements, substitutes must be of equal caliber and prior approval must be sought from the department.

The team should comprise of

- Team leader;
- IT systems developer;
- Data analyst;
- 2 x dedicated administrative project management and maintenance support member allocated to EDTEA for the duration of the project

Project team profile

The required qualifications for the project team must be clearly highlighted in the individual CVs as well as relevant references. The proposal should provide a detailed description of the CV's to be submitted in the attached format

Team leader (IT Systems Developer)

- Hold a Degree or equivalent qualification in IT Systems with Project Management, and/or IT System Development studies.
- At least a minimum of 5 years of IT systems and Project Management experience with traceable work experience in IT systems and database development.
- Good leadership, communication skills, presentation and report writing skills
- Knowledge on project management / IT related industry
- Knowledge of data collection, analysis and presentation techniques;
- Knowledge and understanding of legal and regulatory measures with regard to the IT sector
- Have a strong understanding of real time systems development and design;
- The team leader is required for the entire duration of the project.

1 x ITC Data Analyst

- to manage trend analysis and identify gaps, deficiencies, problem areas, and develop continuous improvement plans;
- Must possess an undergraduate and/or national diploma or equivalent in an IT related environment;
- minimum of 3 years extensive and relevant proven ITC industry experience.

1 x IT systems developer

- must have a minimum of 5 years proven traceable experience of systems / database development;
- Must possess an undergraduate and/or national diploma or equivalent IT related qualification

2 x administrative project management and maintenance support members

- Must possess an undergraduate and/or national diploma or equivalent qualification in project management / IT systems;
- At least a minimum of 3 years project administration experience.
- Good computer literacy.
- Must be able to trouble shoot, and maintain the IT systems installed for this project
- Must be available full time for the duration of the project at the official premises of the department.

The service provider based on the methodology and approach suggested may recommend additional key experts. In this regard the service provider should justify and motivate the inclusion of any additional experts with their curricula vitae.

6.1 CV's of Key Personnel:

CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

Note: Skills and Experience (Key Experts and other Consultants)

- Proof of similar work conducted should be requested in the form of reference letters from previous clients and copies of orders obtained; and
- Certified copies of qualifications must be submitted for verification purposes.
- Proof of professional body accreditation will be requested if applicable.

7. ENTERPRISE EXPERIENCE

Provide a list of similar projects undertaken by the company in the table below.

To validate experience indicated hereunder, bidders must provide reference letters from previous clients.

The bidders are required to complete the following table:

Name of the Institution	Project Name	Project Discription	Project Duration	Contact Person	Value of Project

8. REPORTING REQUIREMENTS

The appointed service provider is required to submit all progress reports to the Project Manager, Mr. Tshepiso Selepe (KZN Department of Economic Development, Tourism and Environmental Affairs).

The prospective Service Provider will be expected to provide monthly progress reports and a final report on the completion of each phase. The reports will be presented to the EDTEA Project Manager and Project Steering Committee (PSC) indicating challenges encountered in the process, deliverables and progress made. Progress reports from time to time can also be forwarded to the Senior Management of the department for scrutiny. Reporting meetings, in which members of the Steering Committee will also sit, will take place on a monthly basis and on completion each phase.

However, at the discretion of EDTEA and /or the Steering Committee, unscheduled meetings may be held while the project is in progress. These meetings will be held at EDTEA offices unless indicated otherwise. All meetings are to be arranged by the Service Provider and the Service Provider is expected to keep the record of such meetings and to deliver the record of each meeting within 5 working days of it having taken place.

The final report should be presented to the EDTEA Business Regulations Chief Directorate.

9. BID REQUIREMENTS

9.1. Price Breakdown

Item No.	Description of Service	Price
1	Loading of Consumer Complaints data, Consumer Education data, Compliance and Enforcement data and as well as the Consumer Tribunal data in the Case Management System	
2	e-Mail Centre	
2	Social Media platforms	
4	SMS service	
5	Hosting, Operationalizing, Support and Maintenance service	
6	Post	
7	Please Call Me (SMS) bundle	
8	Provision of GIS Location and Digital Smartpen, mini laptops to field workers	
Total amount(excluding Vat		
Vat (for Vat Vendor)		
Grand Total Price		

Disbursements will be limited to 10% of project cost

- The financial offer must be Vat Inclusive for vat vendor service providers.
- Disbursement must be calculated at 10% of project cost.

10 EVALUATION PROCESS

10.1 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	Negotiation and, Final Award
All required accreditations as mandatory requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using the 80/20.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

PHASE 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.
Bidder's Disclosure Form – SBD 4	Completed and signed
Briefing session	Compulsory
Authority to Sign a Bid: COMPANIES	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CLOSE CORPORATION	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CO-OPERATIVE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: JOINT VENTURE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>

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

10.2 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.

10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	Understanding of assignment, methodology and Approach	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements. How does the bidder envisage undertaking this project? The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.	35
2	Experience of Company in execution & management of projects of a similar nature. Provide reference letters	The bidder's proven competency in rendering a similar service extensive knowledge of the project proven by the 5 years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. At least 5 detailed reference from clients detailing the actual work completed relating to similar projects. The reference letters must be in a company's letterhead and must include the company name, Contactable	30

		references and contact numbers, duration of the contract and value of the contract.	
3	Key Experts Qualifications, Skills and Experience	Expertise, 3-5 years' experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required are: Key Expert 1: Team leader (IT Systems Developer) Key Expert 2: ITC Data Analyst Key Expert 3: IT systems developer Key Expert 4: 2 x administrative project management and maintenance support members	40
	Overall Score Total		105

10.3 Phase 3: Price and Preference

Bidders who obtained a minimum qualifying score of 60% will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million or 90/10 preference points system for acquisition of goods/services with Rand Value above R50 million.

5. 10.3.1 POINTS AWARDED FOR SPECIFIC GOALS

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

Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Preference Goal 1- HDI		
Africans	10	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
Preference Goal 2- RDP		
Youth	5	Completed ownership demographic form, CIPC Certificate Copy of Identity document and completed SBD 6.1
Geographical Location (KWAZULU-NATAL)	5	Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1
Total Points for development Objectives	20	

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.

10.4 Phase 4 Final Award, Negotiation

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.

10.5 Phase 4 Final Award, Negotiation

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.

Annexure B: EVALUATION GRID

Criterion	Maximum Points	Initial assessment
Understanding of assignment, Strategy and methodology	(35)	
Methodology (20)		
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	20 points	
Methodology with some indication on how the proposed method will meet the requirements of the project	10 points	
Methodology- does not show how their proposal will meet the requirements of the project	0	
Strategy/approach (10)		
Provided a clear rationale of how the bidder envisage undertaking the project	10 points	
Some rationale to the approach of undertaking the project	5 points	
No clear rationale provided	0	
Understanding of Assignment (5)		
Company shows clear understanding of assignment	5 points	
Some understanding of assignment	3 points	
No understanding of assignment	0	
Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters.	(30)	
5+ reference letters	30 points	
3-4 reference letters	20 points	
1-2 reference letters	10 points	
No reference letter	0	
Project Team skills and experience	(40)	
Team Leader-Key Expert 1: IT Systems Developer Qualification and experience	(10)	
Qualification (5)		
Diploma/Degree qualification in IT Systems with Project Management, and/or IT Systems Development studies (NQF 6).	5 points	
No Qualification	0	
Relevant Experience (5)		
5+ Years' Experience	5 points	
3 -4 Years' Experience	3 points	
Less than 3 Years' Experience	0	
Key expert 2: ITC Data Analyst Qualification and experience	(10)	
Qualification (5)		
Undergraduate and/or National Diploma or equivalent in an IT related environment	5 points	
No Qualification	0	
Relevant Experience (5)		
5+ Years' experience	5 points	
3 – 4 Years' Experience	3 points	
Less than 3 years' Experience	0	
Key Expert 3: IT systems developer	(10)	

Qualification and experience		
Qualification (5)		
Undergraduate and/or National Diploma or equivalent IT related qualification	5 points	
No Qualification	0	
Relevant Experience (5)		
5+ Years' experience	5 points	
3 – 4 Years' Experience	3 points	
Less than 3 years' Experience	0	
Key Expert 4: 2 x Administrative Project Management and maintenance Support Members	(10)	
Qualification and experience		
Qualification (5)		
National Diploma or equivalent NQF 6 IT related qualification	5 points	
No Qualification	0	
Relevant Experience (5)		
5+ Years' experience	5 points	
3 – 4 Years' Experience	3 points	
Less than 3 years' Experience	0	
Total Evaluation Score	105	
Minimum passing score	60%	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure C: CV Format
CURRICULUM VITAE max 3 pages

Proposed role in the project:

- 10. Family name:
- 11. First names:
- 12. Date of birth:
- 13. Nationality:
- 14. Civil status:
- 15. Education:

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

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

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. **Membership of professional bodies: -**

13. **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)**

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	

ANNEXURE: E
Board Resolution

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS

OF (Company Name)_____HELD ON (Date)____/____/_____

AT (Address) _____

RESOLVED THAT the company has authorized, Mr/Ms._____in his/her capacity
_____and is hereby authorized to sign all documents in connection with this quotation and any contract resulting therefrom
on behalf of the enterprise. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice
thereof.

Specimen Signature of Authorised Signatory:

(Signature)

I/We, the undersigned, being the Member(s) of the enterprise RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by
designated director / authorised signatory of the company be furnished with responses to RFQ (Request for Quotations).

NO	DIRECTORS NAME AND SURNAME	SIGNATURE	DATE
1.			
2.			
3.			
4.			
5.			
6.			

COMPANY STAMP