



## **KWAZULU-NATAL PROVINCE**

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

**QUOTATION NUMBER: Q 10 EDTEA 2022/2023**

**QUOTATION DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT SKILLS DEVELOPMENT:  
ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) MOTOR MECHANIC AND DIESEL MECHANIC TRAINING.**

**DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Private Bag X9152

Pietermaritzburg

3200

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**Telephone:** 033 264 2864

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

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

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

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
QUOTATION NUMBER:	Q 10 EDTEA 2022/2023	CLOSING DATE:	28/07/2022	CLOSING TIME:	15h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT SKILLS DEVELOPMENT: ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) MOTOR MECHANIC AND DIESEL MECHANIC TRAINING				
<b>QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR FOYER					
270 JABU NDLOVU STREET					
PEITERMARITZBURG					
<b>QUOTATION PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Thembeke Majozi		CONTACT PERSON	Mr Philani Mthembu	
TELEPHONE NUMBER	033 264 2864		TELEPHONE NUMBER	081 467 1382	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thembeke.majozi@kznedtea.gov.za		E-MAIL ADDRESS	Philani.mthembu@kznedtea.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**

**TERMS AND CONDITIONS FOR QUOTING**

<b>1. QUOTATION SUBMISSION:</b>
1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL QUOTATION MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE QUOTATIONS DOCUMENT.</b>
1.3. THIS QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE QUOTATION.
2.5 IN QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS QUOTATION IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

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

## SECTION B

### NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

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

## SECTION C

## LIST OF ALL RETURNABLE &amp; COMPULSORY DOCUMENTS

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

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

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

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

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

**SECTION D**

**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

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

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

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

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

**DATE:** .....

## SECTION E

SBD 4

## BIDDER'S DISCLOSURE

## PURPOSE OF THE FORM

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

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

- **Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

i. If so, furnish particulars:

.....  
 .....

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

**19. DECLARATION**

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

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

---

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

## SECTION F

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a Bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



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

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

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

**5 BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

Initial \_\_\_\_\_

*(Tick applicable box)*

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer

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

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

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

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

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>..... <b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

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

**QUOTATION NUMBER: Q 10 EDTEA 2022/2023**

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

<b>NAME OF BIDDER:</b> .....	<b>SIGNATURE</b> .....	<b>DATE:</b> .....
---------------------------------	---------------------------	-----------------------

**FOR OFFICE PURPOSES ONLY**

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

  

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

SECTION H

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)

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

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

Name of bidder.....	Quotation number: <b>Q 10 EDTEA 2022/2023</b>
Closing Time : <b>15H00</b>	Closing date: <b>28 July 2022</b>

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

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

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

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

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES**

**PURCHASES)**

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

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

Name of bidder..... Closing Time : <b>15H00</b>	Quotation number: <b>Q 10 EDTEA 2022/2023</b> Closing date: <b>28 July 2022</b>
--	--

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

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

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

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

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

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

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

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

**PRICING SCHEDULE**

**(Professional Services)**

Name of bidder.....	Quotation number: <b>Q 10 EDTEA 2022/2023</b>
Closing Time : <b>15H00</b>	Closing date: <b>28 July 2022</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION I

### SPECIAL CONDITIONS OF CONTRACT

#### SECTION 1 – DEFINITIONS

##### 1. DEFINITIONS

- 1.1 “Department” means the Department of Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc. whose QUOTATION for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.
- 1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

#### SECTION 2 - INSTRUCTION TO BIDDERS

##### 2. INSTRUCTION TO BIDDERS

- 2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.1.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.
- 2.1.3 The B-BBEE verification certificates must also be submitted together with the proposal.
- 2.1.4 The service provider must fully complete all the relevant sections in the quotation document failure to complete the relevant sections will result in quotation disqualification.
- 2.1.5 Service providers to ensure that all Tax matters to be in order.
- 2.1.6 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZNEDTEA in this assignment.
- 2.1.7 KZNEDTEA will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.1.8 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZNEDTEA to replace them. Such permission will only be granted in exceptional circumstances.
- 2.1.9 The cost of preparing proposals and of negotiating the contract is not reimbursable.
- 2.1.10 KZNEDTEA is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider’s team if deemed necessary.

- 2.1.11 KZNEDTEA reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.1.12 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.1.13 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZNEDTEA, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.14 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZNEDTEA and be the property of KZNEDTEA.
- 2.1.15 All information documents, records and books provided by KZNEDTEA to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.16 Any proposer to any third party shall not disclose them, except with the express consent of KZNEDTEA, which shall be granted in writing prior to such disclosure. KZNEDTEA however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.17 KZNEDTEA requires no quotation surety, but services providers should note that KZNEDTEA reserves the right to review this position at contractual stages.
- 2.1.18 KZNEDTEA reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.1.19 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.
- 2.1.20 KZNEDTEA reserves the right to visit the premises of the short listed service providers prior to the assignment being awarded and after the contract has been signed.
- 2.1.21 For BIDs above R30 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

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

## **2.2. EQUIPMENT**

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

## **2.3 LANGUAGE MEDIUM**

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

## **2.4 PAYMENT**

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

### **SECTION 3 – SUPPLY CHAIN MANAGEMENT PROCEDURES**

## **3. SUPPLY CHAIN MANAGEMENT PROCEDURES**

### **3.1 PROCEDURES FOR SUBMISSION**

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

### **3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE**

- 3.2.1 The Department will verify the following information of the National Treasury Central Suppliers Database.
  - a) Business registration, including details of directorship and membership;
  - b) Bank account holder information;
  - c) In the service of the state status;
  - d) Tax compliance status;
  - e) Identity number;
  - f) Tender defaulting and restriction status; and
  - g) Any additional and supplementary verification information communicated by the National Treasury.
- 3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

### **3.3 GENERAL EVALUATION CRITERIA**

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

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

### **3.4 JOINT VENTURES**

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

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

3.4.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company.

3.4.4 Failure to submit the joint venture Agreement will result in a company being disqualified.

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

In the event that two or more bids/quotations have equal total points, the successful quotations will be the one scoring the highest number of B-BBEE points. Should functionality be a part of the evaluation process and two or more

Bidders score equal total points and equal B-BBEE points; the contract must be awarded to the tenderer that scored the highest points for functionality. Should two or more bids/quotations be equal in all respects, the Adjudication shall be decided by the drawing of lots.

### **3.6 VALIDITY PERIOD AND EXTENSION THEREOF**

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

### **3.7 ELECTRONIC PAYMENTS**

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

### **3.8 APPEALS PROCESS**

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

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

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

### 3.10 PREQUALIFICATION CRITERIA

3.10.1 The following prequalifying criteria is applicable to this quotation

No.	CRITERIA	Not Applicable/Applicable
1	<b>A tenderer having a stipulated minimum B-BBEE status level</b>	<b>Not Applicable</b>
1.1	If One (1) above is applicable please state B-BBEE Level	<b>Not Applicable</b>
2	An EME or QSE	<b>Not Applicable</b>
3	A tenderer subcontracting a minimum of 30% to:	<b>Not Applicable</b>
3.1	an EME or QSE	<b>Not Applicable</b>
3.2	an EME or QSE which is at least 51% owned by black people	<b>Not Applicable</b>
3.3	an EME or QSE which is at least 51% owned by black people who are youth	<b>Not Applicable</b>
3.4	an EME or QSE which is at least 51% owned by black people who are women	<b>Not Applicable</b>
3.5	an EME or QSE which is at least 51% owned by black with disabilities	<b>Not Applicable</b>
3.6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	<b>Not Applicable</b>
3.7	a Cooperative which is at least 51% owned by black people	<b>Not Applicable</b>
3.8	an EME or QSE which is at least 51% owned by black people who are military veterans	<b>Not Applicable</b>

## SECTION 4 - SPECIAL CONDITIONS OF CONTRACT

### 4. SPECIAL CONDITIONS OF CONTRACT

#### 4.1 LIABILITY

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

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

#### 4.2 INDEMNITY CLAUSE

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

#### 4.3 PENALTIES

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

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

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

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

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

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

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

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

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

#### **4.8 REMUNERATION**

4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.

4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.

4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.

4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.

4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.

4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.

4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

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

4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

- 4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 4.9.3 KZNEDTEA reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 4.9.4 KZNEDTEA also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNEDTEA, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

#### **4.10 UNSATISFACTORY PERFORMANCE**

- 4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 4.10.2 Before any action is taken, the KZNEDTEA shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNEDTEA will:
- a) take action in terms of its delegated powers;
  - b) make a recommendation for cancellation of the contract concerned.

#### **4.11. VAT**

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

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

- 4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.
- 4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

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

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

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

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

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

.....  
**DATE**

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

**SECTION K**  
**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

**Quotation No: Q 10 EDTEA 2022/2023**

**Service:** APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT SKILLS DEVELOPMENT: ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) MOTOR MECHANIC AND DIESEL MECHANIC TRAINING.

**Briefing Site 1 (Virtual Briefing session)**

**Date:** 20th July 2022

**Time:** 11h00 am

**Venue:** **Microsoft Teams** (Request for briefing link to be sent to: [thembeka.majozi@kznedtea.gov.za](mailto:thembeka.majozi@kznedtea.gov.za) / [Ntombifuthi.shange@kznedtea.gov.za](mailto:Ntombifuthi.shange@kznedtea.gov.za))

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:** .....



Initial \_\_\_\_\_

---

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

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

Trading as .....

.....

**SIGNATURE**  
(PRINT NAME)

.....

**DATE**

**C. PARTNERSHIP**

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

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....hereby authorized  
.....to sign this quotation as well as any contract resulting from the quotation and  
any other  
documents and correspondence in connection with this quotation and /or contract on behalf of

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

**D. CLOSE CORPORATION**

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

By resolution of members at a meeting on ..... 20..... at .....  
.....Mr/Mrs/Miss....., whose signature appears below, has  
been authorised to sign all documents in connection with this quotation on behalf of (Name of Close  
Corporation).....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME) **IN HIS/HER**  
**CAPACITY AS** ..... **DATE:** .....

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

**WITNESSES:**      **WITNESSES:**  
1      .....  
2      .....

Initial \_\_\_\_\_

---

**E. CO-OPERATIVE**

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

By resolution of members at a meeting on ..... 20..... at .....Mr/Mrs/Miss....., whose signature appears below, has been authorised to sign all documents in connection with this quotation on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME)

.....

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

**DATE:** .....

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

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

**WITNESSES: WITNESSES:**

1 .....

2 .....

**F. JOINT VENTURE**

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

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....  
.....Mr/Mrs/Miss.....and Mr/Mrs/Miss..... (Whose signatures appear below) have been  
duly authorised to sign all documents in connection with this quotation on behalf of:  
(Name of Joint Venture).....

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

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

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

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

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

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

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

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

**G. CONSORTIUM**

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

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....  
Mr/Mrs/Miss.....(whose signature appears below)  
have been duly authorised to sign all documents in connection with this QUOTATION on behalf of:(Name of Consortium).....

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

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

**DATE:**.....

**SECTION M**

**CONDITIONS OF QUOTATION**

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

.....

.....

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

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

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

.....  
SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE      NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME) .....

CAPACITY OF SIGNATORY .....

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

.....

POSTAL ADDRESS .....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....



**ANNEXURE B: GENERAL CONDITIONS OF CONTRACT**

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

**General Conditions of Contract**

**1. Definitions**

The following terms shall be interpreted as indicated:

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

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

- 8.1 All pre-bidding testing will be for the account of the Bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 12. Transportation

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

## 13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the

contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person,

and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its

obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case infringement pursuant to Clause 6;

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

## **29. Governing Language**

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

### **30. Applicable Law**

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

### **31. Notices**

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

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

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



**KWAZULU-NATAL PROVINCE**

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE (TOR):**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT SKILLS DEVELOPMENT: ARTISAN  
RECOGNITION OF PRIOR LEARNING (ARPL) MOTOR MECHANIC AND DIESEL MECHANIC TRAINING**

## 1. Background Information

There are several Auto Service Provider (ASPs) located in the townships and semi-rural areas across KZN. Most of these ASPs are not affiliated with any of the formal associations in the automotive space. These ASPs are often small to micro and are less formally operating businesses. The ASPs core business is the repairing and servicing of vehicles. These businesses often operate below the required quality standards due to lacking skills and infrastructure. An intense skills development programme is necessary to help them grow their businesses, thus creating jobs and growing the township and rural economy. Furthermore, once these businesses have the requisite skills and accreditations, they will be able to participate in the mainstream of the economy, including the maintenance of government fleets and privately insured vehicles.

### 1.1. Acronyms

<b>ASP</b>	Auto Service Provider
<b>ARPL</b>	Artisan Recognition of Prior Learning
<b>B-BBEE</b>	Broad-Based Black Economic Empowerment
<b>CV</b>	Curriculum Vitae
<b>DHET</b>	Department of Higher Education and Training
<b>EDTEA</b>	Economic Development Tourism and Environmental Affairs
<b>KZN</b>	KwaZulu-Natal
<b>MerSETA</b>	Manufacturing, Engineering and Related Services Sector Education and Training Authority
<b>NAMB</b>	National Artisan Moderation Body
<b>PDF</b>	Portable Document format
<b>PFMA</b>	Public Finance Management Act
<b>PMBOK</b>	Project Management Body of Knowledge
<b>PPE</b>	Personal Protective Equipment
<b>PoE</b>	Portfolio of Evidence
<b>QCTO</b>	Quality Council for Trades & Occupations
<b>SLA</b>	Service Level Agreement
<b>ToR</b>	Terms of Reference
<b>VAT</b>	Value Added Tax

### 1.2. Departmental and Programme Overview

The strategic plan for the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is to attain a radically transformed, inclusive and sustainable economic development for the province of KwaZulu-Natal. This strategic plan will be realised through specific sector interventions that promote economic growth, create jobs, and ease poverty and inequalities. Entrepreneurs operating within townships and rural areas can provide products and services consumed by people residing within and surrounding areas. Still, they lack the necessary skills and accreditations required to participate fully in the mainstream economy of automotive aftermarket services. Therefore, the department seeks to support the

township economy through the upskilling of motor mechanics and diesel mechanics already operating within the province of KwaZulu-Natal.

### **1.3. The Rationale of the Project**

EDTEA, in collaboration with MerSETA, has established a training programme aimed at upskilling township and semi-rural motor mechanics and diesel mechanics. This programme will be implemented under the MerSETA guidelines to provide the Artisan Recognition of Prior Learning. MerSETA defines the Artisan Recognition of Prior Learning (ARPL – formerly known as Section 28) as the principles and processes through which prior knowledge and skills of a person are made visible, mediated and assessed for alternative access and admission for trade test certification. The aim is to make it possible to obtain formal trade test certification for knowledge gained throughout life, such as in workplaces and own reading or experiences.

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

The purpose of the ToR is to solicit the services of a suitable service provider to facilitate the piloting and monitoring of the ARPL programme (motor mechanics and diesel mechanics) across the KwaZulu-Natal province.

## **2. Project Objectives**

The project objective is to up-skill motor mechanics and diesel mechanics who are active in the industry but do not have formal qualifications to acquire trade tests.

### **2.1. Overall Objectives**

The project's overall objective is to secure the services of a suitable service provider to pilot the ARPL programme targeting twenty (20) beneficiaries in KZN, of which eight (8) should be from the Umgungundlovu district (to support the auto service hub programme).

### **2.2. Key Output**

The specific project objectives constitute the following:

- Recruitment and selection of learners in conjunction with MerSETA requirements
- Registration of learners with NAMB accredited and MerSETA approved trade test centres
- Coordinate learner assessments, including trade test
- Coordinate the ARPL programme and ensure compliance of beneficiaries and trade test centres
- Provide required logistics and accommodation for beneficiaries
- Provide necessary PPE and training tools not provided by training centres
- Ensures the success of the training programme

## **3. Scope of Work**

### **3.1. Specific Tasks and Activities**

- Formulate the implementation plan and phasing approach

- Create a selection criterion in line with ARPL and NAMB guidelines
- Recruitment, technical evaluation and registration of beneficiaries in line with MerSETA and EDTEA objectives
- Formulate technical portfolio of evidence through the ARPL toolkit
- Identification of skills gaps and develop beneficiary specific gap closure programme
- Develop a preparation training programme and supporting training material
- Develop guidelines and quality standards in line with DHET, MerSETA and PFMA
- Conduct or facilitate trade testing of beneficiaries and submit all relevant applications/documentation to MerSETA and other relevant bodies
- Any other recommendations deemed necessary to ensure the success of the programme.

### **3.2. Specific Deliverables**

- Inception report
- Stakeholder engagement reports
- Meeting minutes and attendance registers
- Technical portfolio of evidence
- Skills-GAP matrix
- Gap closure plans
- Site visit reports
- Trade test report and relevant applications
- The material produced must be in both Microsoft software and PDF format
- All material must be submitted to MerSETA and EDTEA at the agreed time frames

### **3.3. Duration and Phasing**

The anticipated time frames are as follows:

- The project should take a maximum of **6 months** after the signing of Service Legal Agreement (SLA)
- These time frames are highly dependent on the performance of the Bidder.

### **3.4. Critical Success Factors**

The success in developing the value proposition will be measured using the following indicators:

- Approach and methodology
- Quality of training programme
- Quality of all reports
- Value add of all consultation processes
- Milestones achieved according to the project plan
- Feedback from beneficiaries
- And other key indicators that the service provider may deem important

## **4. Company attributes**

### **4.1.1. Company Structure**

- Detailed structure showing supporting resources, expertise and capacity to implement the project
- Support documents of NAMB accreditation or agreement between the Bidder and KZN NAMB accredited trade test centres (attach proof of accreditation)

### **4.1.2. Project Methodology**

- Demonstrate understanding of the project
- Clear strategy or approach identified
- Project execution plan showing costing, phasing and timelines
- Average targeted duration per beneficiary

## **5. Team Composition**

### **5.1.1. Team Attributes**

- Understanding of the DHET, MerSETA, NAMB, QCTO and KZN provincial policies, strategic plans and processes
- Knowledge and understanding of the Treasury guidelines, especially PFMA
- Ability to work in a multi-disciplinary team
- Commitment to the participation of key stakeholders

### **5.1.2. Skills and Experience**

- Knowledge and experience in technical skills development
- Experience in the undertaking of similar tasks
- Experience in the automotive sector
- Knowledge of MerSETA systems and processes

### **5.1.3. Planning and Management Skills**

Analytical and reporting skills:

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

## **5.2. Team/Project Leader**

Required qualification, skills and experience:

- Trade test certificate in one of the following: diesel mechanic, motor mechanic, panel beating, spraying painting
- Three to five years of relevant experience in training and development in diesel mechanic, motor mechanic, panel beating, spraying painting

- Experience, skills, competencies and knowledge in the following: people management, automotive aftermarket support, skills and development, report writing, communication and networking, analytical and system thinking
- Knowledge of national and KZN provincial policies
- Three years' experience in project management of similar projects.
- Knowledge of the DHET, MerSETA, NAMB, QCTO policies and procedures
- Foreign equivalent qualifications must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA).

### 5.3. Technical Administrator

- NQF 4 in one of the following: diesel mechanic, motor mechanic, panel beating, spraying painting
- Two to five years of relevant experience in skills development
- Two years of experience in project management of similar projects
- Knowledge of the MerSETA policies and procedures.
- Two years of technical administration experience
- Proficient in township vernacular
- Foreign equivalent qualifications must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA).

**NOTE: ALL KEY EXPERTS MUST ATTACH CVs, USING THE FORMAT ON ANNEXURE A, COPIES OF RELEVANT QUALIFICATIONS AND FILL IN THE STATEMENT OF EXCLUSIVITY (ANNEXURE B)**

### 5.4. CVs of Key Personnel:

The Bidder must submit the CVs of key personnel involved in the project must highlight the areas of experience/competence relevant to the activities and objectives of this project as outlined above.

Note: Skills and Experience (Key Experts and other team members)

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

### 5.5. Company/Consortium/Joint Ventures Profile and References

The Bidder must submit a complete company profile for the company/Consortium and or Joint Venture partners. The bidder/s must provide relevant references. The profile should include a comprehensive list of previous projects undertaken, together with the Rand value of each project. The bidders should also submit the original and valid (or certified) B-BBEE status level verification certificates. There must be at least five (5) reference letters attached and three (3) or more certified copies of orders. The bidders are required to complete the following table 1:

Table 1

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

## 6. Reporting Requirements

### 6.1. Progress Reporting

The team/project leader must report to the EDTEA's Project Manager: *Mr Philani Mthembu*, on the project's overall progress. The Project Manager and EDTEA senior management will evaluate each project phase before processing payments. The consultation processes or meetings are to be scheduled by the service provider, who must also record meeting minutes. The meetings are to be held at the contractor's offices unless indicated otherwise. Failure to adhere to these requirements may result in the termination of the contract. *Project to be implemented as per PMBOK.*

### 6.2. Location

The service provider will be required to report to the EDTEA's Project Manager based in Pietermaritzburg, Province of KwaZulu Natal. The EDTEA's Project Manager details are as follows: *Mr Philani Mthembu*, Contact Tel: (+2733) 264 2789. Email: [philani.mthembu@kznedtea.gov.za](mailto:philani.mthembu@kznedtea.gov.za)

### 6.3. Contract Management

A Technical Committee will be constituted to oversee the overall implementation and monitoring of the project.

### 6.4. Budget Breakdown

- Bidders are required to submit a financial proposal. The financial proposal must contain a budget breakdown as per table 2. The budget breakdown should comprise of the following:
  - Number of days for the duration of the project
  - Unit or fee rate or output cost per each key expert and other team members that might be required
  - Incidental/and or disbursement costs and contingency (including travel, stationery, accommodation, PPE, administrative cost etc.) should be included
  - The financials must be VAT Inclusive.
  - Disbursement must be calculated at 10% of the project cost.
  - Any additional cost

Table 2

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

### 6.5. Cash Flow Forecast

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

## 7. Evaluation Criteria

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

### 7.1. The Evaluation Process will be conducted in the following phases:

Table 3: Phases for Evaluation

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

### 7.2. Phase 1: Administrative Compliance

During this phase of evaluation bidder's TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents (table 4) must be submitted for administrative compliance purposes;

**Table 4: 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 before submitting your proposal.
Disclosure form	Completed and signed
Supporting Accreditation documents for the company	NAMB accreditation confirmation documents or agreement with KZN NAMB accredited trade test centre (attach proof of accreditation)
	Project execution plan showing phasing and timelines
Trade test certificate for the Project leader	Provide copy of the certificate
Authority to Sign a Bid: <b>COMPANIES</b>	Section M paragraph A must be completed and signed. If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company
Authority to Sign a Bid: <b>SOLE PROPRIETOR (ONE-PERSON BUSINESS)</b>	Section M paragraph B must be completed and signed
Authority to Sign a Bid: <b>CLOSE CORPORATION</b>	Section M paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf
Authority to Sign a Bid: <b>CO-OPERATIVE</b>	Section M paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorising a member or other official of the co-operative to sign the bid documents on their behalf

Authority to Sign a Bid: <b>JOINT VENTURE</b>	Section M paragraph <b>F</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid
Authority to Sign a Bid: <b>CONSORTIUM</b>	Section M paragraph <b>G</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID
Authority to Sign a Bid: <b>PARTNERSHIP</b>	Section M paragraph <b>C</b> must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner

### 7.3. Phase 2: Functionality Requirements

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

**Table 5**

No	Evaluation Criteria	Guidelines	Maximum Points
1	<b>Understanding of assignment, company structure, Experience of Company in execution &amp; management of projects of a similar nature and references</b>	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements. How does the Bidder envisage undertaking this project? The Bidder should set out a concise plan of approach and method to be adopted for the department to identify possible challenges and methods for overcoming the same. Provide three purchase orders/signed	40

		detailed references letter/award letters from clients detailing the actual work completed relating to Artisan Recognition of Prior Learning (ARPL). The letter must include the company name, contactable references, and the value of the contract.	
2	<b>Methodology and Approach</b>	The Bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry, including history, group structure, operations, logistics and related companies and services and a number of projects completed. Detailed structure showing supporting resources, expertise and capacity to implement the project. Clear methodology (strategy or approach identified and costing plan)	20
3	<b>Key Experts Qualifications and Experience</b>	Expertise, experience/qualifications of support personnel to be assigned to the contract.	40
	<b>Overall Score Total</b>		100

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

#### 7.4. Phase 3: Price and Preference Evaluation

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

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

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

Where:

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

$P_t$  = Comparative price of a bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

**Table 6**

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.

Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points at the participant's level.

**7.5. Phase 4: Final Award and SLA**

Before awarding the contract, **the site inspection of the NAMB accredited training centre should be conducted by the Quotation Evaluation Committee representative(s)**. Once the evaluation and adjudication processes have been concluded, appointed entities will be required to enter into a Service Level Agreement with the department.

**ANNEXURE D: CV FORMAT****CURRICULUM VITAE max 3 pages****Proposed role in the project:**

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

Institution [Date from - Date to]	Qualification obtained:

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

Language	Read	Speak	Write

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

Initial \_\_\_\_\_

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

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

Initial \_\_\_\_\_

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**8. ANNEXURE E: 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.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## 9. ANNEXURE F: EVALUATION GRID

To be completed for tender by each evaluator

APPOINTMENT OF A SKILLS DEVELOPMENT FACILITATOR: ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) MOTOR MECHANICS AND DIESEL MECHANICS	Maximum	Initial assessment
<b>Understanding of assignment, company experience and methodology</b>	(60)	
<b>Relevant Company experience</b>	(20)	
References provided from Clients:  Provide 3 purchase orders/signed detailed references letter/award letters from clients detailing the actual work completed in conducting training. The letter must include the company name, contactable references, and value of the contract.		
More than 3 Projects = 20 Points		
3 Projects = 15 Points		
Less than 3 Projects = 0		
<b>Company Structure</b>	(10)	
Detailed structure showing supporting resources, expertise and capacity to implement the project = 10 points		
Structure showing some company resources to implement the project = 5 points		
No structure = 0 points		
<b>Understanding of Assignment</b>	(10)	
Company understands assignment = 10 points		
Some understanding of assignment = 5 points		
No understanding of assignment = 0		
<b>Methodology</b>	(20)	
Costing Plan	10	
Detailed = 10 points		
Some detail = 5 points		
No details = 0		
<b>Strategy/ Approach</b>	10	
Clear strategy or approach identified = 10 points		
Some strategic approach= 5 points		

Initial \_\_\_\_\_

No strategy or approach identified = 0 points		
<b>Project Team skills and experience</b>	<b>(40)</b>	
<b>Team Leader: Experience</b>	<b>(20)</b>	
Relevant Experience	20	
5+ Years' Experience = 20 points		
3-4 Years' Experience = 15 points		
Less than 3 Years' Experience = 0		
<b>Technical Administrator: Qualification and Experience</b>	<b>(20)</b>	
Qualification	10	
NQF 4 in one of the following: diesel mechanic, motor mechanic, panel beating, spraying painting = 10 points		
No qualification = 0		
Relevant Experience	10	
5+ Years' Experience = 10 points		
3-4 Years' Experience = 7 points		
2 Years' Experience = 4 points		
Less than 2 Years' Experience = 0		
Total Evaluation Score	100	
Minimum passing score	60%	

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

Evaluation performed by:

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

The minimum pass mark for this project is 60%