



KWAZULU-NATAL PROVINCE
ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 10 EDTEA 22/23

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

Suitable and capable service providers are invited to bid for the: **APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, DELIVER AND COMMISSION FOURTH INDUSTRIAL REVOLUTION TECHNOLOGY EQUIPMENT SUCH AS DRONES, 3D PRINTERS AND VIRTUAL REALITY TECHNOLOGY FOR THE TECHNO HUBS IN NEWCASTLE, RAY NKONYENI AND UMLATHUZE MUNICIPALITIES RESPECTIVELY.**

Prequalifying Criteria as a condition of the tender

- 1. Entities that are Level 1 contributors to B-BBEE, EME or QSE**
Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission for EMEs.
- 2. Any tenderer that fails to meet the Prequalifying Criteria as condition of tender requirements will be deemed invalid.**

Collection of Bid Documents

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

Queries relating to the issue of these documents may be addressed to Londiwe Luthuli Tel. No. (033) 264 2600: e-mail Londiwe.luthuli@kznedtea.gov.za

The closing time for receipt of Tenders is **11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB: Kindly Please also submit copies of proposal in a flash drive, flash drives are non- returnable.

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SECTION A

LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
Section B	Special Instructions regarding completion of bid	Read only					
Section C	Registration on Central Suppliers Database	Read Only					
Section D	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section E	Official Briefing session form	Yes	Yes				
Section F	Pricing Schedule (SBD 3)	Yes	Yes				
Section G	Bid Offer	Yes	Yes				
Section H	Bidder's disclosure form (SBD4)	Yes	Yes				
Section I	The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000)	Yes If Applicable	Yes If Applicable				
Section J	Preference Points Claim Form			Yes			

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	In terms of the Preferential Procurement Regulations 2017.			If Applicable			
Section K	Declaration Certificate for Local Production and Content.			Yes if applicable			
Section L	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section M	General Conditions of Contract	Read only					
Section N	Special Conditions of Contract						
Section O	Authority to Sign a BID						
	Provide resolution letter the director(s) for relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
Section P	Schedule variations from good and services information			Yes If applicable			
Annexure A	Evaluation Grid						
Annexure B	CV Format						
Annexure C	Statement of exclusivity and availability						
Prospective Service Providers MUST provide the following as per the Mandatory Requirements:							

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 10 EDTEA22/23	CLOSING DATE:	10 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, DELIVER AND COMMISSION FOURTH INDUSTRIAL REVOLUTION TECHNOLOGY EQUIPMENT SUCH AS DRONES, 3D PRINTERS AND VIRTUAL REALITY TECHNOLOGY FOR THE TECHNO HUBS IN NEWCASTLE, RAY NKONYENI AND UMHLATHUZE MUNICIPALITIES RESPECTIVELY.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR FOYER					
270 JABU NDLOVU STREET					
PEITERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Londiwe Luthuli		CONTACT PERSON	Mr Linley Nadasen	
TELEPHONE NUMBER	033 264 2600		TELEPHONE NUMBER	033 264 2563	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Londiwe.luthuli@kznedtea.gov.za		E-MAIL ADDRESS	Linley.nadasen@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

NOT APPLICABLE

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

Quotation Reference No: **ZNT 10 EDTEA 2022/2023**

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

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

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

Name of bidder.....	Bid number : ZNT 10 EDTEA 2022/2023
Closing Time 11:00	Closing date : 10 OCTOBER 2022

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

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

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

* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

Name of bidder.....	Bid number : ZNT 10 EDTEA 2022/2023
Closing Time 11:00	Closing date : 10 OCTOBER 2022

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

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

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

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

.....	R.....	.....
.....	R.....	days
.....	R.....	days
.....	R.....	days
.....	R.....	days
.....	R.....	days

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

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

.....	.....	.....	R
.....	.....	.....	R
.....	.....	.....	R

TOTAL: R.....

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

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

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

TOTAL: R.....

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

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel

SECTION G

BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 10 EDTEA 22/23: APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, DELIVER AND COMMISSION FOURTH INDUSTRIAL REVOLUTION TECHNOLOGY EQUIPMENT SUCH AS DRONES, 3D PRINTERS AND VIRTUAL REALITY TECHNOLOGY FOR THE TECHNO HUBS IN NEWCASTLE, RAY NKONYENI AND UMHLATHUZE MUNICIPALITIES RESPECTIVELY.

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

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

FOR OFFICE PURPOSES ONLY

IMPORTANT

Mark appropriate block with "X"

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

SECTION H

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SECTION I
NOT APPLICABLE

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

SECTION J

Please note that this section needs to be completed as per bid requirements

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at 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		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

Level One (135% B-BBEE procurement recognition level)	
Level Two (125% B-BBEE procurement recognition level)	
Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION K

NOT APPLICABLE**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

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

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not

verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:

(ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(h) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(i) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not

verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SECTION L
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 M

SPECIAL CONDITIONS OF CONTRACT

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

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

1. CONTRACT PERIOD

1.1 (02 months)

2. EVALUATION CRITERIA: PLEASE REFER TO ANNEXURE A : TERMS OF REFERENCE

There are (05 phases) main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and the price and preference points.

2.1 Step 1 – Pre-qualification Criteria

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

Only bidders who meet the below criteria may respond to the bid:

- Entities that are Level 1 status level contributors to B-BBEE or
- An EME or QSE

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by the Commissioner of Oaths or a B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs.

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

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

2.2 Step 2 - Administrative Compliance

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

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)	X		
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION A	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION B	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			READ ONLY
SECTION C	REGISTRATION ON CENTRAL SUPPLIERS DATABASE			READ ONLY
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	X		
SECTION E	OFFICIAL BRIEFING SESSION FORM		X	
SECTION F	PRICING SCHEDULE (SBD 3)	X		
SECTION G	BID OFFER	X		
SECTION H	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION I	THE NATIONANAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)			NOT APPLICABLE
SECTION J	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION K	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)			NOT APPLICABLE
SECTION L	QUESTIONNAIRES REPLIES	X		
SECTION M	GENERAL CONDITIONS OF CONTRACT	X		
SECTION N	SPECIAL CONDITIONS OF CONTRACT			READ ONLY
SECTION O	AUTHORITY TO SIGN THE BID	X		
SECTION P	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			IF APPLICABLE

2.4. Step 3- Functionality

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

2.5. Step 4 - Preferential Point Evaluation

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

2.7 Step 5 - Price negotiation

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

3. BID APPEAL TRIBUNAL (BAT)

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

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION N

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

2. Performance security

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

2. Inspections, tests and analyses

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

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

9. Packing

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

2. Delivery and documents

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

3. Insurance

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

4. Transportation

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

5. Incidental Services

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

6. Spare parts

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

7. Warranty

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

to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

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

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

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

13. Delays in the supplier's performance

- 13.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 13.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 13.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

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

15. Termination for default

- 15.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 15.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 15.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 15.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 17.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. Termination for insolvency

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

19. Settlement of Disputes

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

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

20. Limitation of liability

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

21. Governing language

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

22. Applicable law

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

23. Notices

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

24. Taxes and duties

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

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

- 26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 26.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

SECTION O
AUTHORITY TO SIGN A BID

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

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

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

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described

above shall result in the tender being considered non-responsive and rejected.

SECTION P

SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

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

[illegible]

SIGNATURE OF BIDDER:

DATE:

ANNEXURE A

Terms of Reference/ Specifications



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, DELIVER AND COMMISSION FOURTH INDUSTRIAL REVOLUTION TECHNOLOGY EQUIPMENT SUCH AS DRONES, 3D PRINTERS AND VIRTUAL REALITY TECHNOLOGY FOR THE TECHNO HUBS IN NEWCASTLE, RAY NKONYENI AND UMHLATHUZE MUNICIPALITIES RESPECTIVELY.

1.BACKGROUND INFORMATION

1.1 ACRONYMS

3D	Three Dimensional
4IR	Fourth Industrial Revolution
CV	Curriculum Vitae
GB	Gigabyte
ICT	Information and Communication Technology
IDZ	Industrial Development Zone
IOT	Internet of Things
KZN	KwaZulu-Natal
KZN EDTEA	KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs
PSC	Project Steering Committee
RC	Radar Characterisation
R&D	Research and Development
RFID	Radio Frequency Identification
RPA	Remotely Piloted Aircraft
SAQA	South African Qualifications Authority
SLA	Service Level Agreement
SMME	Small, Micro and Medium Enterprise
TOR	Terms of Reference
UAV	Unmanned Aerial Vehicle
USB	Universal Serial Bus
VR	Virtual Reality

2.SUB-PROGRAMME OVERVIEW

The Trade and Industry Development programme was established to provide customized support services to prioritized sectors of the KZN provincial economy. Its purpose is to:

- Stimulate economic growth through trade and investment promotion, development of selected sectors and industry development with a broader participation of communities of KwaZulu-Natal.

One such intervention within industry development is the Techno Hubs (Parks) which is a project to stimulate the knowledge economy and grow the priority sectors such as ICT.

2.1 PROJECT SPECIFIC BACKGROUND

The KwaZulu-Natal Provincial government has embarked on an initiative to establish Technology Parks/Hubs that will spur the economic growth of the province and serve as a catalyst for job creation, investment attraction and innovation. These Techno Hubs are vehicles for the development of an ecosystem that will consist of technology-oriented players. It provides appropriate infrastructure and an enabling environment for job creation and to stimulate industrial competitiveness in technology-oriented sectors. KZN EDTEA (hereinafter referred to as the department) facilitates the growth of technology-oriented sectors.

With innovation being such a critical pillar for economic growth and the advancement of a knowledge economy, it will cut across the other activities in these innovation-oriented Technology Hubs (Parks). While innovation will be a major focus, the technology park/hub will consist of appropriate precincts that will form a hybrid technology park for the dominant and emerging sectors of the region/municipalities, nationally and globally. It will house businesses, R&D & Innovation facilities such as Technology Innovation Support Centres, Incubators, Technology Commercialization Facilities, Fourth Industrial Revolution Centres, Agencies, Local and Foreign Companies, and Investors.

These technology parks/hubs have been established in Newcastle (Newcastle Municipality), Richards Bay (Umhlatuze Municipality) and Shelley Beach (Ray Nkonyeni Municipality). The size of each of these sites is 200 000 square metres (20 hectares). Phase One of each of these Techno Parks/ Hubs has already been constructed with a single building. Each building occupies an area of 400 square metres. Furniture and ICT equipment have been installed in each of the Techno Hubs to kick-start a Technology Innovation Support programme at each of these Techno Hubs with a Technology Innovation Support Centre already being one component of the Techno Hubs that has been established with programmes in place.

The ever-increasing acceleration of the emergence of new technologies and transformation of varying segments of society has forced all actors to integrate the new class of high-end technologies in a systemic manner into vertical and horizontal cyber-physical systems. It is imperative that all role players recognize the acceleration of innovation and the velocity of disruption. This occurrence necessitates the need to act in a manner to comprehend and anticipate this pervasive super- disruption. These drivers should not constitute a source of constant surprise. The impact on income and quality of life of these new technologies on society, has led to the clustering of these emergent generational technologies and coining them as the Fourth Industrial Revolution (4IR) technologies.

The Fourth Industrial Revolution(4IR), a new 3rd millennium revolution, is being manifested through the emergence of new technologies and investments and crucially, the change of people's mentality. It is characterised by increased automation of working

practices, effecting both low and middle skill jobs, greater connectivity, machine learning and developments in new and emerging technologies. This increased automation is occurring at a considerably faster pace than in preceding industrial revolutions. Due to the Fourth Industrial Revolution's(4IR) potential to raise income levels and improve the quality of human life, it consequently affects and has a major impact on business, government, and people's lives. Its objective is the fusion of technologies that bring the physical world closer to the biological and digital world, propagated by technical-scientific discoveries, the magnitude and profound impact of the transformations generated on production, and the management and governance system.

Some of the Technologies that have been clustered into fourth industrial revolution technologies are advanced robotics, drones, new materials, digital (e.g., Internet of Things (IoT), Blockchain, Bitcoin, and genetic sequencing, synthetic biology, genetic modification / engineering / editing, 3D printing, embedded devices and Reality Technology e.g., Virtual and Augmented.

The realization of this new revolution that crept upon us necessitates the Techno Hubs initiative to integrate and bring about the fusion and utilization of the Fourth Industrial Revolution(4IR) technologies into its programmes. Hence KZN EDTEA has embarked on an initiative to source the provision of 3D printers, Drones, and Virtual Reality equipment to make it possible to integrate 4IR into the Techno Hubs programmes in the initial stages.

3D Printing

3D printing or additive manufacturing is a manufacturing process through which three-dimensional (3D) solid objects are created. It enables the creation of physical 3D models of objects using a series of additive or layered development framework, where layers are laid down in succession to create a complete 3D object. 3D printing is an alternative to the traditional product manufacturing process, where objects were designed by cutting and forcibly shaping raw material and constructing an object through the use of moulds and dies.

Drones

Drones, also referred to as unmanned aerial vehicle (UAV) or unpiloted aerial vehicle and a remotely piloted aircraft (RPA), is an aircraft without a human pilot aboard. Its flight is controlled either autonomously by onboard computers or by the remote control of a pilot on the ground or in another vehicle.

Drones are used in a growing number of civil applications, such as policing and firefighting, and nonmilitary security work, such as inspection of power or pipelines, aerial surveying of crops, acrobatic aerial footage in filmmaking, search and rescue operations, counting wildlife, delivering medical supplies to remote or otherwise inaccessible regions, border patrol missions, forest fire detection, surveillance, coordinating humanitarian aid, detection of illegal hunting, land surveying, fire and large-accident investigation ,landslide measurement, illegal landfill detection, crowd monitoring, livestock monitoring, wildfire mapping, home security, road patrol and anti-piracy.

The trend for the use of drone technology in civil and commercial aerial surveillance is expanding rapidly with increased development of automated object detection approaches.

Virtual Reality

Virtual reality or emulated reality entails presenting our senses with a three-dimensional computer-generated virtual environment that can be explored and interacted with by a person. That person becomes part of this virtual world or is immersed within this environment, and whilst there, is able to manipulate objects or perform a series of actions. Virtual Reality thus stimulates our senses together in order to create the illusion of reality.

A wide variety of applications for virtual reality include Architecture, Sport, Medicine, The Arts and Entertainment, whereby the potential in entertainment is vast with immersive films and video gaming industries integrating virtual reality technologies into their businesses. Wherever it is too dangerous, expensive, or impractical to do something in reality, virtual reality is the answer. From trainee fighter pilots to medical applications trainee surgeons, virtual reality allows us to take virtual risks in order to gain real world experience.

2.2 The following points contribute to the strengths of implementing the project

- KZN has decided to develop the province into a smart leading edge innovative technologically enhanced region.
- Phase One of the 3 Techno Hubs (Technology Parks) have been constructed in Newcastle (Newcastle Municipality and Shelley Beach (Ray Nkonyeni Municipality) and Richards Bay (Umhlatuze Municipality)
- Furniture and ICT equipment have already been installed at the Techno Hubs with the commencement of Technology Innovative Support programmes.
- There are a number of youth and new generation up-starts that have the capability of acquiring fourth industrial revolution skills. This capability extends to create and implement applications across techno-economic paradigms utilising 4IR technologies such as drones, virtual reality and 3D printing as a start.
- There are a number of individuals/companies and organizations with innovative ideas that can be integrated into 4IR technology domains and who require support from the Techno Hub within a particular ecosystem to propel them to commercialization.

2.3 The project will provide the following opportunities:

- Enable the commercialisation of innovative ideas utilising fourth industrial revolution technologies
- Provide inhabitants in the Techno Hubs region with access to fourth industrial revolution resources required for innovation support
- Attainment of fourth industrial revolution skills required for technology development and application
- Make KZN a technology enhanced fourth industrial revolution region that is globally competitive
- Enable the adoption and diffusion of innovative products produced with fourth industrial revolution technologies

- Create new era jobs that are required for the fourth industrial revolution

This project is aligned to the KZN EDTEA's strategic objective of

- To promote a conducive environment for the creation of sustainable jobs (i.e., skills development, access to resources and infrastructure provision).

3. PURPOSE OF THE TOR

The purpose of this document is to solicit the services of 4IR technology providers who could assist KZN EDTEA and beneficiaries in implementing the project. The TOR specifies the requirements of KZN EDTEA to be responded to by potential bidders. Potential bidders can include a firm or consortium of firms or a consortium of individual experts.

The Department is looking for service providers who can effectively demonstrate how they will deliver these objectives, whilst providing value for money. It is therefore important that prospective bidders, clearly and concisely describe their plans for each of the specific outcomes, timeframes, resource allocations, deliverables, and risk management strategies.

The Service Providers will have to provide the following services for the project:

- Supply, deliver and install (ready to use) the required Drones, Virtual Reality, 3D Printers and Laser Cutter equipment as indicated in the table below at the Techno Hubs in Newcastle (Newcastle Municipality and Shelley Beach (Ray Nkonyeni Municipality) and Richards Bay (Umhlatuze Municipality)

4.CONTRACT OBJECTIVES & EXPECTED RESULTS

4.1 INTRODUCTION: WHY THE PROJECT IS IMPORTANT

The global labour market is increasingly adopting new exponential technologies. As these technologies continue to become more mainstream, one has to consider how these technologies become a key competitive differentiator and the impact in utilising these new technologies will have on our society and workforce. Hence a broad spectrum of responsibilities emerges for government and other stakeholders to utilise these exponential technologies, commonly referred to as fourth industrial revolution technologies, to drive transformational change and social impact. These technologies lead to the creation of open platforms and new business ideas in innovative technological industries.

Thus, KZN EDTEA is called upon to support the province's participation in the Fourth Industrial Revolution and pursue programs to support such efforts. One such programme is the Techno Hubs which is a key vehicle to help businesses overcome entry barriers to existing business ecosystems established by big technological players in growing fields such as Drones, 3D Printing (Additive Manufacturing) and Virtual Reality (VR). Equipping the Techno Hubs with these technologies would spur entrepreneurship and job

creation. It would inculcate modernisation and appropriate infrastructure to upgrade skills required for 4IR-induced and ICT-based job opportunities, initiated by the Techno Hubs programme.

As innovative concepts change with technology, integrating the Techno Hubs with fourth industrial revolution technologies will give rise to possibilities that generate abundant opportunities for new products and services, better ways to serve customers, new types of jobs and wholly new business models. Thus, KZN EDTEA needs to harness the full potential of integrating 4IR technologies into the techno hubs programmes to enable citizens and society to better participate in the exponential, 3rd millennium technological revolution, coined as the fourth industrial revolution. This effort can be accomplished by kick-starting with the provision of 3D printers, drones, and virtual reality technology at the 3 Techno Hubs in Newcastle, Ray Nkonyeni, and Umhlatuze Municipalities respectively.

4.2 OVERALL OBJECTIVE

The overall objective of the project is to enable new technology and innovations underpinned by the integration of ICT and fourth industrial revolution technologies to grow an innovation-based knowledge economy that will create jobs and improve technology-oriented industrial competitiveness of KZN.

4.3 SPECIFIC OBJECTIVE

The specific objective of the project is to source service providers for the provision and installation of fourth industrial revolution technologies viz, 3D printers, Drones, Laser Cutters and Virtual Reality equipment at the Techno Hubs in Newcastle, Ray Nkonyeni, and Umhlatuze Municipalities respectively.

The specifications for the technologies that are required are indicated in the table below:

3D INDUSTRIAL PRINTER SPECIFICATIONS

Specifications: Raise 3D Pro 3 Plus	
Build Volume (W × D × H)	Single Extruder Print 300 × 300 × 605 mm
	Dual Extruder Print 255 × 300 × 605 mm
Machine Size (W × D × H)	620 × 626 × 1105 mm
Weight	Net Weight 61.15 Kg
	Gross Weight 87.45 Kg
Electrical	
Power Supply Input	100-240 V AC, 50/ 60 Hz 230 V @ 3.3 A

Power Supply Output	24 V DC, 600 W
General	
Print Technology	FFF
Print Head System	Dual -head with electronic lifting system
Filament Diameter	1.75 mm
XYZ Step Size	0.78125, 0.78125, 0.078125 micron
Print Head Travel Speed	30-150 mm/s
Build Plate	Flexible Steel Plate with BuildTak
Max Build Plate Temperature	120°C
Heated Bed Material	Silicone
Build Plate Levelling	Mesh-levelling with Flatness Detection
Filament Run-out Sensor	Available
Supported Materials	PLA/ ABS/ HIPS/ PC/ TPU/ TPE/ PETG/ ASA/ PP/ PVA/ Nylon/ Glass Fibre Infused/ Carbon fibre Infused/ Metal Fill/ Wood Fill
Layer Height	0.01-0.25 mm
Nozzle Diameter	0.4 mm (Default), 0.2/ 0.6/ 0.8/ 1.0 mm (Available)
Max Nozzle Temperature	300°C
Connectivity	Wi-Fi, LAN, USB port, Live camera
Noise Emission (Acoustic)	<55 Db (A) when building
Operating Ambient Temperature	15-30°C, 10-90% RH non-condensing
Storage Temperature	-25°C to +55°C, 10-90% RH non-condensing
Filter	HEPA filter with activated charcoal
EVE Smart Assistant	Available
Software	
Slicing Software	ideaMake
Supported File Types	STL/ OBJ/ 3MF/ OLTP

Supported OS	Windows/ macOS/ Linux
Machine Code Type	GCODE
Printer Controller	
User Interface	7-inch Touch Screen
Network	Wi-Fi, Ethernet
Power Loss Recovery	Available
Screen Resolution	1024 × 600
Motion Controller	Atmel ARM Cortex-M4 120 MHz FPU
Logic Controller	NXP ARM Cortex-A9 Quad 1 GHz
Memory	1 GB
Onboard Flash	8 GB
OS	Embedded Linux
Ports	USB 2.0 × 2, Ethernet × 1
Included Items	User Manual Operations Manual Troubleshooting Manual

3D ENTRY LEVEL PRINTER SPECIFICATIONS

Specifications: Creality CR-5 PRO High Temp 3D Printer	
Model	CR-5 Pro
Printing Size	300*225*380mm
Moulding Tech	FDM
Nozzle Number	1
Slice Thickness	0.1-0.4 mm
Nozzle Diameter	Standard 0.4mm
Precision	± 0.1 mm
Filament	1.75 mm PLA/ABS
File Format	STL/OBJ/AMF
Working Mode	Memory card offline or online printing

Slice Software	Creality Slicer/Cura/Repetier-Host/Simplify 3D
Power Supply	Input AC115/230V 50/60Hz Output DC 24V
Total Power	350W
Bed Temp	≤ 110°C
Nozzle Temp	≤ 300°C
Resume Print	Yes
Filament Detector	Yes
Dual Z-Axis	No
Language Selection	English
Operating System	Windows XP/7/8/10 MAC/Linux
Printing Speed	≤ 180 mm/s, Normal 30-60 mm/s
Automatic Levelling	Yes
Included Items	User Manual Operations Manual Troubleshooting Manual

LASER CUTTER (ENTRY LEVEL) SPECIFICATIONS

Specification: SCULPFUN S9 Laser Engraving	
Product Model	SCULPFUN S9
Engraving Size	410*420mm
Engraving Materials	Wood, Paper, Cardboard, Plastic, White, PCB Board, Aluminum Oxide, 304 Stainless Steel, Ceramic, Dark Stone
Cutting Materials	Wood, Acrylic, Cardboard, Fabric, Bamboo, Plastic Board, KT Board
Laser Effect Power	Cutting Effect Compared to 90W CO2 Laser
Machine Electricity Power	30W (It has nothing to do with cutting or engraving performance, just electricity consumes)
Diode Laser Power	5.5-6W (Please note that this is light energy and not electric energy)
Laser Wavelength	455±5nm

Engraving Accuracy	0.01mm
Focusing Method	Fixed Focus Laser + Sliding Device
Laser Protective Cover	The light filter cover on the laser must protect the user's eyes
Operating Software	LaserGRBL, LightBurn, LaserGRBL, LightBurn, Benbox, GrblController, LiteFire, support Windows system, support Apple system. Supported file formats NC, BMP, JPG, PNG, DXF and other image formats.
Data Transmission Method	USB Connection
Power Supply	International Universal Standard
Power Input	100-240V AC, 50/60HZ
Power Output	12V 5A
Equipment Net Weight	3.0kg
Certification	CE FCC RoHS FDA IEC
Included Items	User Manual Operations Manual Troubleshooting Manual

VIRTUAL REALITY HEADSET SPECIFICATIONS

Specifications: Oculus Go 64G	
Weight	468g
Colour	White
Platform	Oculus
Display	Fast-Switch WQHD LCD
Resolution	2560x1440
Refresh Rate	60-72Hz
Field of View	100 °
Sensors	Oriental Tracking
Connections	3.5mm Jack
Audio	Built In
Mobile Phone Support	Any Android Phone running operating software Marshmallow version 6.0 or higher
Connectivity	Wi-Fi and Bluetooth Enabled

Charging cable and Adapter	USB 2.0 Micro-B cable -10W (5V 2A) AC adapter Input: 100-240 Vac/0.35 A, Output: 5 Vdc, 2 A max Double insulated, with LPS output, or equivalent
Battery	AA lithium-ion
Software Application	Oculus Go App
Included Items	Oculus Go Headset Oculus Go Controller Glasses Spacer Microfiber Cleaning Cloth Controller Lanyard Health and Safety Guide USB Charging Cord AA Battery User Manual Operations Manual Troubleshooting Manual

DRONE SPECIFICATIONS

Drone Specifications: DJI Mavic 2 Enterprise Dual (Or Equivalent)	
Aircraft	
Take-Off Weight (Without Accessories)	Maximum 900g
Take-Off Weight	Maximum 1100g
Dimensions	Up to: Folded : 214×91×84 mm Unfolded: 322×242×84 mm Unfolded + Spotlight : 322×242×114 mm Unfolded + Beacon : 322×242×101 mm Unfolded + Speaker : 322×242×140 mm
Diagonal Length	Maximum 354 mm
Service Ceiling	Maximum 6000 m

Above Sea Level	
Ascent Speed	Maximum 7 m/s (S-mode) 7 m/s (P-mode) 7 m/s (S-mode with accessories) 4 m/s (P-mode with accessories)
Descent Speed	Maximum 3 m/s – S-Mode Maximum 3m/s – P-Mode
Speed	Maximum 80 kph (S-mode, without wind) Maximum 53 kph (P-mode, without wind)
Flight Time (No Wind)	Minimum 25 minutes – Maximum 34 minutes
Hovering Time (No Wind)	Minimum 22 min and Maximum Up to 34 min 27 min (with beacon turned on) 28 min (with beacon turned off) 22 min (with spotlight turned on) 26 min (with spotlight turned off) 25 min (with speaker turned on) 26 min (with speaker turned off)
Hovering Accuracy Range	Vertical: Up to ± 0.1 m (with Vision Positioning) Up to ± 0.5 m (with GPS Positioning) Up to Horizontal: ± 0.3 m (with Vision Positioning) Up to ± 1.5 m (with GPS Positioning)
Wind Resistance	Minimum 29kph; Maximum 38 kph

Working Temperature	Minimum -10°C; Maximum 40°C
Tilt Angle	Maximum 35° (S-mode, with remote controller) Maximum 25° (P-mode)
Angular Velocity	Maximum 200°/s (S-Mode) Maximum 100°/s (P-Mode) 200°/s (Smode) Maximum 100°/s (P-Mode)
Working Frequency	2.400 – 2.4835 GHz 5.725 – 5.850 GHz
Transmission Power (EIRP)	SRRC : ≤20 dBm MIC : ≤20 dBm 5.725-5.850 GHz FCC : ≤26 dBm CE : ≤14 dBm SRRC : ≤26 dBm
Internal Storage	Minimum 24 GB
GNSS	GPS + GLONASS
M2ED Thermal Camera	
Sensor	Uncooled Vox Microbolometer
Lens	HFOV: 57° Aperture: f/1.1
Sensor Resolution	Minimum 160×120
Pixel Pitch	Minimum 12 μm
Spectral Band	Minimum 12 μm
Image Size	Minimum 640×480 (4:3); Maximum 640×360 (16:9)

Still Photography	Single shot
Mode	Burst shooting: Up to 3/5/7 frames
Video Recording	Minimum 640×360 @8.7fps
Modes	
Accuracy	High Gain: Maximum $\pm 5\%$ (typical) Low Gain: Maximum $\pm 10\%$ (typical)
Scene Range	High Gain: -10° to $+140^{\circ}\text{C}$ Low Gain: -10° to $+400^{\circ}\text{C}$
Photo	JPEG
Video	MP4, MOV (MPEG-4 AVC/H.264)
M2ED Visual Camera	
Sensor	1/2.3" CMOS; Effective pixels: Up to 12M
Lens	FOV: 69pprox.. 85° 35 mm format equivalent: 24 mm Aperture: f/2.8 Focus: 0.5 m to ∞
ISO Range	Video: Minimum 100 ; Maximum-3200 (auto) Photo: Minimum 100 ; Maximum, 1600 (auto)
Image Size	Minimum 4056×3040 (4:3) Maximum 4056×2280 (16:9)
Still Photography	Single shot
Mode	Burst shooting: Up to 3/5/7 frames Interval (Up to 2/3/5/7/10/15/20/30/60 s)
Image Size	Minimum 640×480 (4:3); Minimum 640×360 (16:9)

Still Photography	Single shot
Modes	Burst shooting: Up to 3/5/7 frames
Video Recording	Minimum 4K Ultra HD : 3840×2160 30p
Modes	Minimum 2.7K : 2688×1512 30p
	Minimum FHD : 1920×1080 30p
Video Bitrate	Minimum 75 Mbps
	Maximum 100 Mbps
Photo	JPEG
Video	MP4, MOV (MPEG-4 AVC/H.264)
M2E Camera	
Sensor	1/2.3" CMOS; Effective pixels: Minimum 12M
Lens	FOV : 82.6°(24 mm) ; 47.8°(48 mm) Format equivalent : 24-48 mm Aperture : f/2.8(24 mm)-f/3.8(48 mm) Autofocus at : 0.5 –
ISO Range	Video: Minimum 100; Maximum 3200 Photo: Minimum 100; Maximum 1600(Auto) Minimum 100 ; Maximum 3200(Manual)
Shutter Speed	Maximum 8-1/8000s
Still Photography	Single shot
Mode	Burst shooting: Up to 3/5/7 frames Auto Exposure Bracketing (AEB): Up to 3/5 bracketed frames at 0.7 EV Bias Interval (JPEG: Up to

	2/3/5/7/10/15/20/30/60s RAW: Up to 5/7/10/15/20/30/60s)
Still Image Size	Maximum 4000×3000
Video Resolution	Minimum 4K: 3840×2160 24/25/30p Minimum 2.7K: 2720×1530 24/25/30/48/50/60p Minimum FHD: 1920×1080 24/25/30/48/50/60/120p
Supported File System	FAT32 (Minimum 32 GB); exFAT (Higher than 32 GB)
Video Bitrate	Minimum 75 Mbps Maximum 100 Mbps
Photo	JPEG, DNG (RAW)
Video	MP4 / MOV (MPEG-4 AVC/H.264)
Sensing System	
Sensing System	Omnidirectional Obstacle Sensing
Forward	Precision Measurement Range: min. 0.5 ; max. 20 m Detectable Range: min 10 ; max 45 m Effective Sensing Speed: Up to ≤ 14m/s FOV: Max. Horizontal: 40°, Max. Vertical: 70
Backwards	Precision Measurement Range: Min 0.5 ; Max. 16 m Detectable Range: Min 5m; Max 35 m Effective Sensing Speed: Up to ≤ 12m/s FOV: Max Horizontal: 60°, Max Vertical: 77°

Upward	Precision Measurement Range: Min. 0.1 ; Max .10 m
Downward	Precision Measurement Range: Min. 0.5 ; Max 15m Detectable Range: Min. 10; Max 25 m
Sides	Precision Measurement Range: Min 0.5 ; Max 15m Effective Sensing Speed: Up to $\leq 8\text{m/s}$ FOV: Max Horizontal: 80° , Max Vertical: 65°
Operating Environment	Forward, Backward and Sides: Surface with clear pattern and adequate lighting (lux > 15) Upward: Detects diffuse reflective surfaces (>20%) (Walls, trees, people, etc.) Downward: Surface with clear pattern and adequate lighting (lux > 15) Detects diffuse reflective surfaces (>20%) (Walls, trees, people, etc.)
M2E Beacon	
Dimensions	Minimum 68 x 40 x 27.8 mm
Port Type	USB Micro-B
Power	Avg. 1.6W
Controllable Range	Max 5000 m

Light Intensity	Min Angle: 55 cd. Light intensity: 157 cd
M2E Spotlight	
Dimensions	Minimum 68x60x41 mm
Port Type	USB Micro-B
Operating Range	Maximum 40 m
Power	Max 30W
Illuminance	FOV17°, Max: 11lux @ 30m Straight
M2E Speaker	
Dimensions	Minimum 68 x 55 x 65 mm
Port Type	USB Micro-B
Power	Max 12W
Decibel	100 db @ 1 meter distance
Bitrate	Max. 20 kbps
Intelligent Flight Battery	
Capacity	Max. 4000 mAh
Voltage	Max. 16 V
Charging Voltage	Max. 18 V
Battery Type	LiPo
Energy	Max 60 Wh
Net Weight	Max. 300 g
Charging Temperature Range	Min. 5° ; Max 42°C
Working Temperature	Min. 5° ; Max 42°C
Charging Power	Max 85 W
Heating Methods	Manual Heating; Auto Heating
Heating	Min -20°C ; Max 6°C

Temperature	
Heating Duration	600s (Max)
Heating Power	40W (Max)
Charging Time	Max. 90 min
Charger	
Input Voltage	100-240V, 50-60Hz, 1.8A
Output voltage and Current	Main: 17.6V = 3.41A or 17.0V=3.53 USB: 5 V = 2 A
Voltage	17.6±0.1V
Rated Power	Max 64W
SDK Remote Controller	
Working Frequency	2.400 – 2.483 GHz; 5.725 – 5.850 GHz
Maximum Distance for Effective Signal	2.400 – 2.483 GHz; 5.725 – 5.850 GHz FCC: 8000 m CE: 5000 m SRRC: 5000 m MIC: 5000 m
Working Temperature	Min. 5° ; Max 42°C
Transmitting Power (EIRP)	7.2 – 2.4835 GHz FCC: ≤26 dBm; CE: ≤20 dBm; SRRC: ≤20 dBm MIC: ≤20 dBm 5.725 – 5.850 GHz FCC: ≤26 dBm; CE: ≤14 dBm; SRRC: ≤26 dBm
Built-In Battery	Max. 4000mAh
Working Current/Voltage	1800Ma = 3.83V

Charging Time	Max. 2 hours 20 min
Mobile Device Holder	Thickness Supported: 6.5-8.5 mm, Max length: 160 mm
RC Size	Max. Folded : 145×80×48 mm (L×W×H) Unfolded: 190×115×100 mm (L×W×H)
Supported USB port types	Lightning, Micro USB (Type-B), USB Type-C™
Gimbal	
Mechanical Range	Tilt: -135 – +45° Pan: -100 – +100°
Stabilization	3-axis (pitch, roll, yaw)
Controllable Range	Tilt: -90 – +30° Pan: -75 – +75°
Control Speed (tilt)	Max 120°/s
Angular Vibration Range	±0.005
App / Live View	
Video Transmission System	OcuSync 2.0
Mobile App	DJI PILOT – Minimum Required
Live View Quality	Remote Controller: Min. 720p@30fps / Max. 1080p@30fps
Live View Bitrate	Minimum 45 Mbps ; Maximum 80 Mbps
Latency	Min. 120 ; Max. 130 ms
USB Power Supply	1 A= 5.2 V (max)
Required Operating Systems	Ios 10.0 or later Android 5.0 or later

Support SD Cards	
Supported SD Cards	Micro SD™ Supports a microSD with a minimum capacity of 128 GB. A UHS-I Speed Grade 3 rating microSD card is required.
Purchase must include	
Drone • Remote Controller • Speaker • Spotlight • Beacon • Spare Batteries x2 • Hard Shell Carry Case • Spare propellers (Set) • Power USB Cable Type-C • RC Cable • Spare Control Sticks	
Additional Accessories – MAVIC 2 ENTERPRISE DUAL (OR EQUIVALENT ON ALL ITEMS)	
Batteries	Intelligent Self-Heating Flight Battery for Mavic 2 Enterprise
	Battery to Power Bank Adapter for Mavic 2 Pro/Zoom/Enterprise Batteries
Chargers	Car charger for Mavic 2 Pro/Zoom/Enterprise Batteries (must be capable to connect with multi-charger)
	Battery Charger for Mavic 2 Pro/Zoom/Enterprise (Must include AC Cable)
	Battery Charging Hub for Mavic 2

	Pro/Zoom/Enterprise Batteries
Propellers	Low-Noise propellers for Mavic 2 (Set)
Landing Gear	Spare landing gears for Mavic 2 Pro/Zoom/Enterprise
	Landing Gear Extensions for Mavic 2 Enterprise
Other	Mavic 2 Enterprise Beacon
	Mavic 2 Enterprise Speaker
	Mavic 2 Enterprise Spotlight
Included Items	User Manual Operations Manual Troubleshooting Manual

5. SCOPE OF WORK

5.1 SPECIFIC ACTIVITIES

The following activities are required from the service provider:

5.1.1 Project Management

- Undertake financial administration, record keeping, minutes, project files, management of procurement systems, logistical arrangements for meetings.
- Draw up a two (2) month work plan (Gant Chart) outlining milestones, processes and timelines
- Indicate project monitoring processes and instruments

5.1.2 Provide Drones, Virtual Reality Equipment, 3D Printers and Laser Cutters

The Service Provider has to perform the following:

- Provide drones, virtual reality equipment, 3D printers and laser cutters according to the specifications indicated in the tables above

- Supply, deliver and install (ready to use) the technology equipment at Newcastle, Umhlatuze (Richards Bay) and Ray Nkonyeni Techno Hubs

5.2 OUTPUTS AND DELIVERABLES

The following outputs and deliverables will be expected for the duration of the project:

- A Gant Chart indicating project milestones and timelines.
- Provision of technology equipment as specified in the table above.
- Supply, delivery, and installation of the technology equipment as specified in the table above
- On final installation, the service provider will be required to ensure that all the equipment is working prior to handover
- Monthly reports on progress during the project period

The timeous delivery of these outputs will be used to assess the efficiency of the service provider.

5.3 MEASUREMENT INDICATORS

The following indicators will be used to measure the effectiveness of implementation of the project by the service provider:

- Quality and timeous supply, delivery, and installation of the technology equipment at each of the Techno Hubs.
- Quality and timeous delivery of the Gant Chart and monthly reports

The indicators will be used to assess the overall effectiveness of the service provider in conducting the project.

6. PROJECT PHASING

The work on the project should be undertaken in 2 phases consisting of the inception phase, and implementation phase.

6.1 Phase One

Phase One of the project entails the Service provider submitting a Gant Chart, that indicates the project milestones and timelines, for approval by KZN EDTEA within 1 week after the SLA is signed by both parties.

6.2 Phase Two

This phase will consist of implementing the work-plan as per the agreed Gant Chart It will consist of the delivery of the following:

- Provision of technology equipment
- Delivery of technology equipment
- Installation of technology equipment that is ready for use

- This phase must be done over a period of 7 weeks

7. LOGISTICS AND TIMING

7.1 Location

The provision and delivery of the technology equipment must be done at each of the 3 sites of the Techno Hubs.

7.2 Commencement Date and Period of Execution

The duration of the project is two (2) months after the signing of the Service Level Agreement (SLA).

8. REQUIREMENTS

8.1 COMPANY EXPERIENCE

For the purpose of this project the Service Provider should demonstrate skills, knowledge, and competencies in the following areas:

- Specifications on technology equipment such as drones, virtual reality, 3D Printers and laser cutters
- Knowledge and experience on supply, delivery, and installation of the required technology equipment

The Service Provider must submit a company profile that demonstrates their previous experience in projects of a similar nature.

9. CONTRACT MANAGEMENT/ ADMINISTRATION AND REPORTING

The overall management of the contract within KZN EDTEA will vest with the Project Manager of ICT.

- The Service Provider is required to submit a correspondence at the completion of the task for each of the Techno Hubs indicating task complete. This must be submitted together with the invoice. Payment will be effected once the Project Manager ICT is satisfied that all deliverables as indicated above have been accomplished.
- All correspondences and invoices must be signed by the Service Provider.

10. EVALUATION CRITERIA

10.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Pre- Qualification Criteria	Administrative Compliance	Functionality Requirement	Price and Preference	Negotiation and Final Award
Assessment of Pre-Qualification Criteria	Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract. .	Bids will be evaluated using the 80/20 preference points system	Successful bidder will be informed of the outcome and negotiations will be performed where applicable

Table 1: Phases for Evaluation

a. Phase 1 – Pre – Qualification Criteria

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

Only Bidders who meet the below pre-qualification criteria may respond to this bid.

- **Entities who are Level 1 status level contributors to B-BBEE or**
- **An EME or QSE**

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs.

Tenderers who do not meet the pre-qualification criteria stipulated in the tender document will be disqualified from further evaluation.

9.2 Phase 2 – Administrative Compliance

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

MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Tax Information	The CSD and the tax compliance status PIN shall be used to verify the tax compliance status of the bidder. Bidders may submit a Tax Clearance Certificate. The authenticity of the submitted tax clearance certificate shall be verified on the online SARS e-filing system
Bidders Disclosure Form (SBD4)	Completed and signed
Authority to Sign a Bid: COMPANIES	Section O: The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	Section O: The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CLOSE CORPORATION	Section O: The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>

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

9.3 Phase 3 – Functionality Requirements

No	Evaluation Criteria	Guidelines	Maximum Points
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1	Experience of Company in execution & management of projects of a similar nature. References. Bidders must provide reference letters.	The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of similar projects completed. At least 3 detailed references from clients detailing the actual work completed. The letters must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract and they must be signed by respective institutions	15
	Overall Score Total		15

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

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

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

9.4 Phase 4 – Price and Preference

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 90/10 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 comparative price of bid under consideration

P_t = Comparative price of 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:

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 in order 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.

9.5 Phase 5 – Negotiations and Final Award

Successful bidder will be informed of the outcome and negotiations will be performed where applicable.

ANNEXURE B
EVALUATION GRID

To be completed for tender by each evaluator

Name of project	Maximum	Initial assessment
APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, DELIVER AND INSTALL FOURTH INDUSTRIAL REVOLUTION TECHNOLOGY EQUIPMENT SUCH AS DRONES, 3D PRINTERS AND VIRTUAL REALITY TECHNOLOGY FOR THE TECHNO HUBS IN NEWCASTLE, RAY NKONYENI AND UMHLATUZE MUNICIPALITIES RESPECTIVELY. (AS PER SPECIFICATIONS)		
COMPANY EXPERIENCE	(15)	
References provided from Clients:		
Provide 3 signed detailed reference letters from clients detailing the actual work completed for supply, delivery, and installation of Fourth Industrial Revolution technology equipment such as Drones, 3D Printers and Virtual Reality technology. The reference letters must include the company name, contactable references, and value of the contract.		
3 or more projects = 15 Points		
1 - 2 Projects = 10 Points		
1 Project = 5 Points		
No Projects= 0 Points		
Total Evaluation Score	15	
Minimum passing score	60%	

The minimum pass mark for this project is **60%**

Name	
Signature	
Date	

Strengths	
Weaknesses	

ANNEXURE C
CURRICULUM VITAE max 3 pages

Proposed role in the project:

10. Family name:

11. First names:

12. Date of birth:

13. Nationality:

14. Civil status:

15. Education:

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

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

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. Membership of professional bodies: -

13. Other skills: (e.g. Computer literacy, etc.)

10 Present position:

11 Years within the firm:

12 Key qualifications: (Relevant to the project)

13. Professional Experience

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

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

ANNEXURE D

Statement of Exclusivity and availability

Statement of exclusivity and availability

Tender ref: _____

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

From	To

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

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

Name	
Signature	
Date	