



BID NO: KGFT - RFP 2021/07

REQUEST FOR PROPOSALS:

**FOR THE PROVISION OF INFORMATION TECHNOLOGY AND MANAGED SERVICES FOR THE KZN
GROWTH FUND TRUST FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.**

CLOSING DATE: 01 October 2021 AT 12:00 PM

Issued by:

KZN Growth Fund Trust
28th Floor, 303 Dr Pixley KaSeme Street
Durban
4001

Procurement Enquires:

Supply Chain Management Unit
Email: accounts@kzngf.co.za
Lwazi Zondi
Tel: 031 372 3720

Name of Bidder:

REQUEST FOR PROPOSAL

KZN GROWTH FUND TRUST, 28TH Floor, Dr Pixley KaSeme Street, Durban, 4001 (Hereinafter referred to as ("KGFT"))

BID NUMBER: **KGFT RFP 2021/07**

CLOSING DATE: **01 October 2021**

TIME: **12:00 PM**

DESCRIPTION: **FOR THE PROVISION OF INFORMATION TECHNOLOGY AND
MANAGED SERVICES FOR THE KZN GROWTH FUND TRUST FOR THE
PERIOD OF THIRTY-SIX (36) MONTHS**

BRIEFING: Yes ☒ No ☐

Venue:	Compulsory Briefing session
Address:	Virtual MS Team
Telephone:	Email accounts@kzngf.co.za to receive the link before 17 September 2021
Date and Time:	20 September 2021 @ 13h30am

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C.1 TENDER NOTICE AND INVITATION TO TENDER

KZN Growth Fund Trust seeks to appoint a service provider for information technology and managed services.

The physical address for collection of tender document is:

Etenders

Briefing Session:

A **Compulsory** briefing session meeting will be held as follows:

Date	Time	Site
20 September 2021	13:30pm	Virtual MS Team

Submission:

Each proposal submission of the RFP must comprise of two emails.

Bidders must submit Technical Proposal (email 1) separate from Pricing Proposal (email 2)

**NB: if you include your price proposal in Email 1, this will result in automatic disqualification.
“This is to insure pricing does not influence the Bid Committee”**

The proposals shall be submitted in separate emails to accounts@kzngf.co.za

The closing time for receipt of tenders is **01 October 2021 @12h00 pm.**

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to accounts@kzngf.co.za

Tenders may only be submitted on the original tender documentation that is issued by KGFT written in black ink.

KGFT does not bind itself to accept the lowest or any bid and consider any bid for appointment

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KZN GROWTH FUND TRUST					
BID NUMBER:	KGFT –RFP 2021/07	CLOSING DATE:	01 October 2021	CLOSING TIME:	12H00 pm
DESCRIPTION	FOR THE PROVISION OF INFORMATION TECHNOLOGY AND MANAGED SERVICES FOR THE KZN GROWTH FUND TRUST FOR THE PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
Email accounts@kzngf.co.za in two separate emails					
Bidders must submit Technical Proposal (email 1) separate from Pricing Proposal (email 2)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sijabulile Ntshangase		CONTACT PERSON	Lwazi Zondi	
TELEPHONE NUMBER	031 372 3720		TELEPHONE NUMBER	031 372 3720	
E-MAIL ADDRESS	accounts@kzngf.co.za		E-MAIL ADDRESS	accounts@kzngf.co.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 SHOULD ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE 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 OR THE REPRESENTATIVE

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

DATE:

Name of bidder: _____

Trading name _____

VAT registration number _____

Tax Clearance Certificate
/CSD Report submitted

Postal address: _____

Street address: _____

Telephone number:	Code	Number
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Cellular number: _____

Facsimile number:	Code	Number

e-Mail address: _____

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Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
_____	_____	_____	_____
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
_____	_____	_____	_____
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
_____	_____	_____	_____

Name of contracting entity in case of a consortium/joint venture

Entity name: _____

Postal address: _____

Street address: _____

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname _____

Telephone number: Code Number _____

Cellular number: _____

Facsimile number: Code Number _____

e-Mail address: _____

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname _____

Telephone number:

Code

Number

Cellular number:

Facsimile number:

Code

Number

e-Mail address:

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in this bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Are you duly authorised to commit the bidder: YES / NO

SIGNATURE:of person authorised to sign the tender)

C.2 INTRODUCTION AND TERMS OF REFERENCE

KZN Growth Fund Trust (KGFT) was set up in 2008 as an initiative of the KZN Government's Department of Economic Development, Tourism and Environmental Affairs (EDTEA) to administer a unique public private partnership that would unlock funding gaps in transitions that would create jobs, enable and promote BBEE participation in business and growth in the economy.

Vision

To be KZN's leading development financier and impact investor.

Mission

To provide competitive and innovative financing solutions to private sector investments that propel socio-economic growth for a better future.

Values

Respect, accountability, integrity, stewardship and entrepreneurship.

Procurement Philosophy

It is the policy of KGFT, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being given to the importance of:

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its B-BBEE Policy.
- b) The promotion of national and regional local service providers and agents before considering overseas service providers; and;
- c) The development, promotion and support for the moral values that underpin the above, in terms of the Fund's Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within the Fund.

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers. We strive for continuous improvement in our critical business areas and seek to establish relationships with service providers that are equally passionate in their quest for better quality, price and service.

1. Terms of reference for provision of Information Technology Managed Services

2. Background

KZN Growth Fund (KGFT) works on the Cloud server locally hosted Cloud environment located in South Africa, that include working documents, accounting applications and email exchange server/application which currently has 35 users connecting via the existing 50 Mbps fibre link into the Cloud environment using a remote desktop service or similar.. Data backup and recovery and Disaster recovery services must take place within the Cloud environment as part of the managed services with annual testing performed for audit purposes.

3. Scope

The KGFT requires a consolidated outsourced managed information technology service. KGFT would like to enter on a contractual basis for a period of 36 months with the preferred service provider. KGFT also requires a managed service of both the Hosted Cloud service and technical maintenance and support of end user devices, networking equipment, VOIP PABX and other B2B services and Fibre connectivity. The Managed service must include proactive monitoring and alerting, maintenance and support services aligned to warranty agreements and Service Level Agreements (SLA's) with the existing vendors and suppliers of the respective equipment or service. A clearly defined SLA will be entered between the KZN and the Service Provider. The full details of the current environment are available as per Annexure E In addition to the hosted Cloud service and onsite technical maintenance and support described above, the Managed Service Provider must provide value added services to continuously improve the IT environment and advise and guide KGFT on technology progression including providing input to reviews of KGFT IT policies. The critical services the KGFT requires are detailed in sections below:

4, HOSTED CLOUD SERVICE & INTERFACE

The applications of email exchange and accounting applications and data should be hosted in the cloud, secure and accessible, and backed up on an ongoing basis. User's must demonstrate the ability to recreate their own office set up at home or while travelling anywhere in the world, on any device using an interface/remote platform or similar.

- Unlimited support and management
- 24 x 7 monitoring and alerting
- Weekly and monthly health reporting
- Datacentre firewall and reporting
- Full backups (not snapshots) and reporting
- Managed anti-virus with ransomware mitigation and immutability.
- RDP/User connection licences
- Microsoft Office pre-installed and licensed
- Local Cloud (POPI Compliant and National Archives Act)
- Pre-built and ready to use
- Fully redundant replica in DR site

- Litigation hold approved in SA
- Ransomware mitigation
- Unlimited archiving on email
- Anti-virus & anti-spam
- Licences

5. MANAGED SERVICES

5.1 Desktop Services

- Desktop Care is for the management and support of the end users and their respective computing device.
- Helpdesk services and support
- Remote or Onsite end-user support and problem resolution
- Hardware & software asset reporting
- Anti-Virus license management per managed desktop/laptop
- Scheduled weekly Microsoft Windows and Office updates and patch management
- Weekly Pro-Active Maintenance (Disk Defragmentation, Virus Check, Deletion of Temporary Files)

5.2 Onsite technical maintenance and support

Service provider to deliver proactive monitoring, management, maintenance and support for the following equipment and services as shown below;

- Annual Consulting and strategic planning
- Systems and technology improvement areas
- Understanding business objectives and goals
- On-going business and technology alignment
- Quarterly Business Reviews
- Standards implementation and discussions
- Service delivery reviews and collaborative improvement
- Annual Business Reviews
- Technology Review
- Risk review and compliance alignment based on our industry leading framework
- Budget Planning & Assistance
- Network Design & Best Practice reviews
- Remote support and 24x7 proactive monitoring
- Provide ongoing support services for the following:
- Desktop/hardware maintenance and support;
- Software maintenance and application support;

- Providing first line end-user support for, but not limited, Microsoft Office, Pastel etc.
- Account Management and reporting
- SLA and Warrant Agreements
- Dedicated service desk
- Network services

5.3 End user computing services (laptops, desktop, printers)

- Management of the entire End User computing environment in terms of proactive monitoring and maintenance and support. These services will include asset;
- Management and reporting of equipment, patch management, managed anti-virus, remote;
- Desktop support, onsite support, configuration changes and all other managed services required;
- Interface with the respective 3rd party supplier or vendor for any issue that may be related;
- Assist where there are issues that are not covered by the
- Warranty and SLA liaison with 3rd party

5.4 Fault logging Service/help desk

- Must Information Technology Information Library (ITIL) compliant using the disciplines of information Technology Services Management (ITSM)
- To serve as the first point of contact for the KZN Growth Fund
- Telephonic or by email
- Remote technical support
- Onsite technical support engineers

6. Account Management reporting

An Account Manager to be assigned to the KZN Growth Fund. The Account Manager should serve as the main point of contact and escalation point for technical and business related matters.

The Account Manager is required to meet at least once a month with KZN Growth Fund and review the following;

- SLA management
- Historical reports, incidents, response times, trends, recommendations and general matters.

6.1 Provision of Value Added Services

- Ongoing updates and recommendations
- Access to leading BEE Compliant technology vendors
- Advisory services
- Procurement
- Dedicated Service desk
- Network Services
- Assist and liaison with annual audits

7. CORPORATE IT GOVERNANCE AND REPORTING

- ✓ Develop and update KGFT's IT strategy in line with the company's corporate plan and best business practice guidelines.
- ✓ Update the existing KGFT IT policy in line with the adopted strategy, as well as developing the appropriate:
 - IT Governance Framework which is in line with international standards and best practice;
 - Disaster recovery and business continuity plan.
- ✓ Perform, monitor and implement an IT risk analysis

8. PROJECT PLAN/ROLL OUT

The service provider is required to provide a full detailed project plan outlining the transition of services from current service provider to the new proposed service provider

C3 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	KGFT SERVICE LEVEL AGREEMENT				
2.1	The KGFT Service Level Agreement (SLA) will be the only contract signed by both parties and will form the basis of this contract. KGFT's terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding KGFT or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				

5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to KGFT. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in KGFT and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from KGFT.				
5.4	KGFT shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP KGFT shall be entitled to freely cede and assign to parties nominated by KGFT.				
6	PAYMENTS				
6.1	KGFT will pay the service provider for the actual services rendered in line with the SLA.				
6.2	The service provider shall from time to time during the duration of the contract, invoice KGFT for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to KGFT.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	NON-COMPLIANCE WITH DELIVERY TERMS	Yes	No	Noted	If no, indicate deviation
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as				

	specified, KGFT must be given immediate written notice to this effect. KGFT reserves the right to implement remedies as provided for in the SLA.				
8	WARRANTIES				
8.1	The service provider warrants that: It is able to conclude this Agreement to the satisfaction of KGFT.				
8.2	Although the service provider will be entitled to provide services to persons other than KGFT, the service provider shall not without the prior written consent of KGFT, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	All bid documents must be <u>originals</u> through Supply Chain Management (SCM) as per 10.2 below				
10.2	All bid documents must be delivered to: accounts@kzngf.co.za Closing date: 01 October 2021 at 12:00pm				
11	LATE BIDS	Yes	No	Noted	If no, indicate deviation
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 12:00 or any time thereafter. The bid (tender) box shall be locked at exactly 12:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

12.	BRIEFING SESSIONS AND CLARIFICATIONS				
12.1	<u>Compulsory Briefing session</u> See page 2 above for details				
12.1.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	FORMAT OF BIDS				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
13.2	Bidders are to set out their proposal in the following format:				
13.2.1	Part 1: Invitation to Bid & Introduction				
13.2.2	Part 2: RFP Summary and Details & Official Briefing Session Certificate of attendance				
13.2.3	Part 3: Compliance to Special Conditions of Bid and Noting of Evaluation Criteria				
13.2.4	Part 4: National Treasury CSD report				
13.2.5	Part 5: Declaration of interest, Certificate of Independent Bid Determination, Declaration of Bidder's Past SCM Practices and Certificate of Authority to Sign a Bid				
13.2.6	Part 6: BBBEE				
13.2.7	Part 7: Technical/Functionality Proposal				
13.2.8	Part 8: Deviations from Request for Bid	Yes	No	Noted	If no, indicate deviation
13.2.9	Part 9: Procurement Timelines				
13.2.10	Part 10: Terms of Reference				
13.2.11	Part 11: Annexures				
14.1	PART 1: INVITATION TO BID (FORM C1)				

14.2	PART 2: RFP SUMMARY AND DETAILS & OFFICIAL BRIEFING SESSION CERTIFICATE OF ATTENDANCE (FORM C5 & C16)				
	Bidders must complete the table and sign the Certificate of attendance. The briefing session certificate needs to be completed by Individuals attending a briefing session on behalf of a bidder as well as KGFT representative. Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C3)				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	PART 4: SARS TAX STATUS (FORM C10)				
	The bidder must be compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a joint venture, or where sub-contractors are utilised, each joint venture member and/or sub-contractor (individual) must be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				
14.5	<u>PART 5: (FORM C4, C11, C12 AND C13)</u> Certificate of Authority to Sign a Bid Declaration of Interest Declaration of Bidder's Past SCM Practices & Certificate Of Independent Bid Determination				
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with KGFT. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.5.2	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)	Yes	No	Noted	If no, indicate deviation
14.5.3	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity , provided				

	that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity , provided.				
14.6	PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT (FORM C4)				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL (FORM C9)				
14.7.1	The bidder must provide letters of reference on the client letterhead including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by KGF.				
14.8	PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C15)				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form C15				
14.8.2	If no deviations are required, please mark the form "Nil" and sign				
14.9	PART 9: PROCUREMENT TIMELINES (FORM C6)				
14.9.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.9.2	Terms of reference (TOR) are the requirements by KGFT. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.10	PART 10: ANNEXURES	Yes	No	Noted	If no, indicate deviation
14.10.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.11	VAT				
14.11.1	KGFT is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.11.2	KGFT reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in access				

	of R1m for 12 conservative months as the VAT Act requires.				
15	PRESENTATIONS				
15.1	KGFT reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	NEGOTIATION				
16.1	KGFT has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	KGFT shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, KGFT reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	DOMICILIUM				
17.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	KZN Growth Fund Trust 28 th Floor, Dr Pixley KaSeme Street Durban 4001				
18	COST OF BID PREPARATION	Yes	No	Noted	If no, indicate deviation
18.1	Bidders shall prepare and submit a bid at their own expense.				
19	BID VALIDITY PERIOD				
19.1	Bid will be valid for a period of 120 days				
19.2	The bidder will hold the tender offer(s) valid for acceptance by the employer at any time during the validity period				

	stated in the tender data after the closing time stated in the tender data.				
19.3	If requested by the employer, the bidder will consider extending the validity period stated in the tender data for an agreed additional period.				
20	ISSUE ADDENDA				
20.1	If necessary, KGFT may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
20.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
20.3	Tenderers are obliged to acknowledge, in writing, receipt of addenda to the tender documents, which the employer may issue.				
21	SUBMITTING OF FRAUDULENT DOCUMENTS				
21.1	KGFT will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
21.2	KGFT will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(V) SOLE PROPRIETOR	(VI) JOINT VENTURES

i. **CERTIFICATE FOR COMPANY**

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached) taken
on 20....., Mr/Ms, acting in the capacity of
....., was authorised to sign all documents in connection with this
tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses:

Date:

ii. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... Hereby authorise Mr/Ms..... acting in the capacity of, to sign all documents in connection with the tender for

Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

iii. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms.

acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

iv. CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

v. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the Company.....acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANIZATION.....

ADDRESS:

.....
.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:

SIGNATURE

DATE:.....

C.5 CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

This is to certify that (tenderer).....

of (address)

..... was represented by the person(s)

named below at the compulsory meeting held for all tenderers at:-

Date	Time	Site
20 September 2021	13:30pm	KZN Growth Fund Trust

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with services to be rendered and / or matters incidental thereto as specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Bidder's representative attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the KGFT's representative, namely:

Name: Signature:

Capacity:

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	10 September 2021	10:00am
Non-Compulsory briefing session and clarification	20 September 2021	10:00am
Written questions of clarification – closing date	22 September 2021	16:00pm
Written response to all clarifications	27 September 2021	16:00pm
Service Provider Proposals Due	01 October 2021	12:00pm
Completion of Bid Evaluations	29 October 2021	16:00pm
Anticipated letter of Award	15 November 2021	16:00pm
Commencement Date	01 December 2021	09:00am

***Indicative dates**

C.7 EVALUATION PROCESS & CRITERIA

This phase consists of Mandatory and Non-Mandatory administrative compliance evaluation of all proposals.

1	PRE-QUALIFICATION CRITERIA				
1.1	In terms of Regulation 4 of the Preferential Procurement Regulations of 2017, KGFT will be applying pre-qualification criteria to advance designated groups. (a) Only bidders with a B-BBEE Status of Level 1, 2 and 3 Contributor are legible to submit a bid* Bidders are required to submit an originally certified B-BBEE certificate from a SANAS accredited verification agency or a Sworn Affidavit (as attested by the Commissioner of Oaths)				
	EVALUATION PROCESS				
1.2	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.2.1	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication. Mandatory Bids will only be compliant if bidder has submitted the following documents: • The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS efilling pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid; • A fully completed declaration of interest indicating that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer; Or that none of its directors/shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;				

	- Bidder has attended the compulsory briefing session - The bidder must provide 3 letters of reference on the client letterhead including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by KGFT. Failure to complete and/or provide any mandatory information as requested above will result in the submission being deemed non-responsive. NB: if you include your pricing proposal in Email One Technical proposal, this is an automatic disqualification from the Bid.				
1.3	<u>STAGE TWO: FUNCTIONALITY REQUIREMENTS</u>				
1.3.1	Responsive bids will be evaluated according to the criteria, weightings and threshold scores as indicated below.				
1.4	ADJUDICATION OF BID				
1.4.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.4.2	The bid shall be awarded at the sole and absolute discretion of KGFT. KGFT hereby represents that it is not obliged to award this bid to any bidder. KGFT is entitled to retract this bid at any time as from the date of issue. KGFT is not obliged to award this bid to the bidder that quotes the lowest.				
1.4.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of KGFT regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.5	Awarding of contract				
1.5.1	KGFT reserves the right to award this bid in full or part				

C.8 EVALUATION PROCESS & CRITERIA

The 4 stage Evaluation Methodologies approach is utilised and is as follows;

1. STAGE 1- EVALUATION PROCESS

1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS

1.1.1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication. The minimum compliance requirements for this bid include:

- Submission of a complete bid proposal;
- Evidence of registration on the National Treasury Central Supplier Database;
- Submission of a valid B-BBEE Verification certificate;
- Not registered on the National Treasury Tender Defaulters;
- Audited or Independently Reviewed Financial Statements (recent 2 years);
- Submission of the Original Tax Clearance
- A **list** of 5 contactable references to be provided by the bidder.
- CV's of proposed Account Manager and Key Contact Management;
- Company profile

[illegible]

- Provision of all company registration documents and Incorporation documents
- Proof of being a registered and legal entity with full regional capacity with office in KZN where KGFT will be serviced from
- Ability to provide local cloud services
- Attendance at briefing session
- Bidders certification and qualifications. Please provide certified copies of certifications.

Failure to comply with the above requirements will eliminate bidders from further evaluation

1. Stage 2 – FUNCTIONALITY ASSESMENT ONE

2.1.1 FUNCTIONALITY CRITERIA

Bidders are hereby requested to self-evaluate themselves on the functionality criteria below. The purpose of the self-evaluation is that bidders present the ability to provide the full scope of service required by the KGFT. Bidders are required to indicate with a YES/NO/N/A in the table below outlining detailed scope of services that will be required. Bidders need to have a 90% positive response to proceed to the next stage of evaluation.

SCOPE OF SERVICES	YES	NO	N/A (provide comment)
Hosted Cloud Service Interface Solution			
The applications of email exchange and accounting applications and data should be hosted in the cloud, secure and accessible, and backed up on an ongoing basis. User's must have the ability to recreate their own office set up at home or while travelling anywhere in the world, on any device using an interface/remote platform or similar.			
o Unlimited support and management			
o 24 x 7 monitoring and alerting			
o Weekly and monthly health reporting			
o Datacentre firewall and reporting			
o Full backups (not snapshots) and reporting			
o Managed anti-virus with ransomware mitigation			
o RDP/User connection licences			

o Microsoft Office pre-installed			
o Local Cloud (POPI Compliant and National Archives Act)			
o Pre-built and ready to use			
o Fully redundant replica in DR site			
o Litigation hold approved in SA			
o Ransomware mitigation			
o Unlimited archiving			
o Anti-virus & anti-spam			
o Licences			
MANAGED SERVICES			
Desktop Services			
Desktop Care is for the management and support of the end users and their respective computing device.			
o Helpdesk services and support			
o Remote or Onsite end-user support and problem resolution			
o Hardware & software asset reporting			
o Anti-Virus license management per managed desktop/laptop			
o Scheduled weekly Microsoft Windows and Office updates and patch management			
SCOPE OF SERVICES	YES	NO	N/A (please provide comment)
o Weekly Pro-Active Maintenance (Disk Defragmentation, Virus Check, Deletion of Temporary Files)			
Onsite technical maintenance and support			
Service provider to deliver proactive monitoring, management, maintenance and support for the following equipment and services as shown below;			
o Annual Consulting and strategic planning			
o Systems and technology improvement areas			
o Understanding business objectives and goals			
o On-going business and technology alignment			
o Quarterly Business Reviews			
o Standards implementation and discussions			
o Service delivery reviews and collaborative improvement			
o Annual Business Reviews			
o Technology Review			

o Risk review and compliance alignment based on our industry leading framework			
o Budget Planning & Assistance			
o Network Design & Best Practice reviews			
o Remote support and 24x7 proactive monitoring			
Provide ongoing support services for the following:			
o Desktop/hardware maintenance and support;			
o Software maintenance and application support;			
o Providing first line end-user support for, but not limited, Microsoft Office, Pastel etc.			
o Account Management and reporting			
o SLA and Warrant Agreements			
o Dedicated service desk			
o Network services			
End user computing services (laptops, desktop, printers)			
o Management of the entire End User computing environment in terms of proactive monitoring and maintenance and support. These services will include asset;			
o Management and reporting of equipment, patch management, managed anti-virus, remote;			
o Desktop support, onsite support, configuration changes and all other managed services required;			
o Interface with the respective 3rd party supplier or vendor for any issue that may be related;			
o Assist where there are issues that are not covered by the			
o Warranty and SLA liaison with 3rd party			
SCOPE OF SERVICES	YES	NO	N/A (please provide comment)
Fault logging Service/help desk			
o Must me Information Technology Information Library (ITIL) compliant using the disciplines of information Technology Services Management (ITSM)			
o To serve as the first point of contact for the KZN Growth Fund			
o Telephonic or by email			
o Remote technical support			
o Onsite technical support engineers			
Account Management reporting			

o An Account Manager to be assigned to the KZN Growth Fund. The Account Manager should serve as the main point of contact and escalation point for technical and business related matters.			
o The Account Manager is required to meet at least once a month with KZN Growth Fund and review the following;			
o SLA management			
o Historical reports, incidents, response times, trends, recommendations and general matters.			
Provision of Value Added Services			
o Ongoing updates and recommendations			
o Access to leading BEE Compliant technology vendors			
o Advisory services			
o Procurement			
o Dedicated Service desk			
o Network Services			
o Assist and liaise with annual audits			
CORPORATE IT GOVERNANCE AND REPORTING			
☐ Develop and update KGFT's IT strategy in line with the company's corporate plan and best business practice guidelines.			
☐ Update the existing KGFT IT policy in line with the adopted strategy, as well as developing the appropriate:			
o IT Governance Framework which is in line with international standards and best practice;			
o Disaster recovery and business continuity plan.			
Perform, monitor and implement an IT risk analysis			
PROJECT PLAN			
The service provider is required to provide a full detailed project plan outlining the transition of services from current service provider to the new proposed service provider			

NB: Bidders who do not meet 90% of the above requirements will be disqualified from further evaluation.

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION DECLARED ABOVE IN TABLE 2.1.1 ABOVE IS CORRECT.

SIGNATURE: _____

DATE: _____

POSITION: _____

2.1.2 FUNCTIONALITY ASSESMENT TWO

Bidders Self Evaluation on Functionality

Bidders are hereby requested to self -evaluate themselves on functionality criteria's below. The purpose of the self -evaluation is that bidders present the ability to provide the full scope of services required by the KGFT. Bidders who score less than 70/100 points stage 2 (2.1.2 functionality assessment two) will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who meet the minimum self-evaluation on functionality below will be shortlisted.

Stage 2: Evaluation Criterion Functionality Criteria – Self evaluation	Allocation of points	Self - Assessment Points (please score your entity based on the guidelines in column 1)	Support included (Yes/No). Please reference clearly in submission if yes
Number of years of experience as a partner or provider of local hosted cloud services – • 5 years and above (20 points) • 5 years or below (5 points) Please provide verifiable proof eg. reference letters from customers detailing service duration and service offering.	20 points		
Bidder's qualification - number of years of experience in providing similar managed onsite and offsite activities as detailed in the scope. • 5 years and above (15 points) • 5 years or below (5 points) Please provide verifiable proof eg. reference letters from customers detailing service duration and service offering.	15 points		
5 Largest clients and their respective revenue derived as a percentage of the total company revenue. • Top 5 companies less than 10% of revenue (15 points) • Top 5 companies between 11% and 50% revenue (10 points) • Top 5 companies greater than 50% of revenue (5 points)	15 points		

Access to leading and BBBEE Compliant technology vendors; show by 3 vendors use	15 points		
Disaster Recovery and business continuity with replica site	20 points		
National & Regional (KZN) office/s (15 points) Regional (KZN) office only (10 points) National office/s only (5 points)	15 points		
Total Points	100		

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION DECLARED ABOVE IN TABLE 2.1.2 ABOVE IS CORRECT.

SIGNATURE: _____

DATE:

POSITION: _____

3. Stage 3 - PRICE

Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000 Preferential Procurements Regulation, 20 January 2017 Gazette Number 40553) Responsive bids will be adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders based on;

Stage 3: Price	Maximum points to be awarded
Relative competitiveness of the price	80

4. Stage 4 - PREFERENTIAL POINTS

In terms of Section 9(1) of the Broad-Based Economic Empowerment Act the B-BBEE status Preference Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance in Accordance with the table below:

Preference Points

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

1.3 PRESENTATIONS

- 1.3.1 KGFT may decide to have compulsory presentations / site visits by the bidders ranked first to third on functionality.
- 1.3.2 Presentations/ site visits shall only affect the points awarded for functionality.
- 1.3.3 Presentations / site visits will be made to/ performed by the evaluation Team

1.4 ADJUDICATION OF BID

- 1.4.1 The Bid Adjudication Committee will consider the recommendations and make the final award.
- 1.4.2 The bid shall be awarded at the sole and absolute discretion of KGFT. KGFT hereby represents that it is not obliged to award this bid to any bidder. KGFT is entitled to **retract** this bid at any time as from the date of issue. KGFT is not obliged to award this bid to the bidder that quotes the lowest.
- 1.4.3 A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of KGFT regarding this bid from the date the offer is submitted until the date of award of the bid.

Yes	No	Noted	If no, indicate deviation

SIGNATURE: _____

DATE: _____

NAME OF BIDDER: _____

POSITION: _____

C9. TAX CLEARANCE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. the bidder must be in good standing with SARS and such information will be verified through Central Supplier Database (CSD)
2. In bids where Joint Ventures/Sub-Suppliers/Partners are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

C. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax	Reference	Number:
.....		

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

2” Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company’s directors / trustees/ shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, Aware of any relationship (family, friend, other) between **YES/NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax State Employee Number Persal Number

4. DECLARATION*

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

***complete this declaration in full**

SBD 8

**C.11 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(TO BE COMPLETED BY BIDDER.)**

- 1 This Section must form part of all bids invited.
- 2 It serves as a declaration to be used by KZN Growth Fund Trust in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused KZN Growth Fund Trust 's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury database as companies or persons prohibited from doing business with the public sector?	Yes ☐	No ☐
4.1.1	If so, furnish particulars:.....		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars:.....		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:.....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:.....		

CERTIFICATION*

I, THE UNDERSIGNED

(FULLNAME).....
.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C.12 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes quotations, advertised competitive bids, limited bids and proposals

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; andI provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;I the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

³ 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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

11.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

C.13 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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:

- 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50million (all applicable taxes included); and
- 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price (where applicable); and
- (b) B-BBEE Status Level of Contribution.

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less,
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or Bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in

order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

5. Points awarded for B-BBEE Status Level of Contribution

- 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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-

contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

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?
(KGFT RESERVES THE RIGHT TO VERIFY)

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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:.....

C.14 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked “NIL” and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder’s Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.15 BID SUMMARY AND DETAILS

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Covering letter	
3.	Entire Bid Document	
4.	CC or Company Registration Documents or copy of ID if sole propriety	
5.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
6.	BBBEE Certificate/Affidavit	
7.	Declaration of Interest and Declaration of past SCM Practices	
8.	Joint Venture Agreement where applicable	
9	Attendance of Compulsory Site Briefing Certificate form	
B. Technical Documents		
10	Proposal :Detailing Company Profile	
11	Contactable reference letters where the bidder has rendered similar service	
12	Bidders Qualifications – CV's and qualifications of personnel	
13	Bidders experience	
14	Price Proposal NB: if you include your pricing proposal in Email One Technical proposal, this will result in automatic disqualification.	

Name

Date

Signature

ANNEXURE E

ADDITIONAL INFORMATION AND ASSUMPTIONS FOR PROPOSAL

IT Equipment/Service	Quantity	3rd Part Supplier/Vendor
Laptop	35	Lenovo/HP/Dell
24 Port Network switch	2	Cisco
VIOP PABX and telephones	2	Telkom OptiCon and 3CX
Fibre Network	1	Seacom 50Mbps
ADSL Line	1	Telkom & SAI
Mobile Wireless Modem	30	5Vodacom/Telkom
Printer	3 network 4 executive	Xerox Hp
Tablets	9	Apple Ipads

This proposal is based on the following assumptions:

- A minimum of eight hours per month technical onsite support services should be adequate.
- The current total data size does not exceed 100GB. If data size exceeds this amount pricing will need to be reviewed.
- There are existing valid warranty agreements and SLAs with all 3rd party suppliers and vendors whose products and solutions will fall within the scope of this service
- KZN Growth Fund owns volume licencing from Microsoft for Office.

CONFIDENTIALITY
AND
NON-DISCLOSURE AGREEMENT

C (hereinafter referred to as this 'Agreement')

D between

E **KZN GROWTH FUND TRUST**

1. Registration number: IT 1437/2007(PMB)

Address: 303 Dr. Pixley Kaseme Street, 28th floor, Delta Towers, Durban, 4001

e-mail: _____

(hereinafter referred to as the 'KGFT')

And

2. _____

3. Registration number: _____

(hereinafter referred to as the 'Company')

Physical Business Address: _____

e-mail: _____

4. INTRODUCTION

- 4.1. The parties intend to have discussions and/or negotiations relating to the provision of services or supplies by the Company to the KGFT. In the course of the discussions and/or negotiations between the parties and thereafter in the implementation of the business relationship and in any future interactions between the parties there is likelihood that the parties will gain knowledge of one another's confidential information and personal information.
- 4.2. If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised for the purposes of the KGFT's business requirements and in terms of this Agreement, or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this Agreement, the parties acknowledge that this may cause the divulging party to suffer damages and material financial or reputational loss.
- 4.3. In the circumstances the Company is willing to provide the KGFT with an undertaking in regard to maintaining the confidential information secret and not disclosing it, and in regard to matters related thereto, on the terms and conditions set out herein.

5. INTERPRETATION

In this agreement:

- 5.1. Clause headings are for convenience and shall not be used in its interpretation;
- 5.2. unless the context indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meaning assigned to them below and cognate expressions bear corresponding meanings:

- 5.2.1. "the business" means the general business operations carried on by the KGFT;
- 5.2.2. "confidential information" means any personal information and data which by its nature or content is identifiable as confidential and/or proprietary to the divulging party and/or any third party or which is provided or disclosed in confidence by either party to the other, and which the divulging party or any person acting on its behalf may disclose or provide to the receiving party or which may come to the knowledge of the receiving party by whatsoever means. Without limitation the confidential information shall include the following:
 - 5.2.2.1. any information in respect of the business, know-how, information technology, formulae, statistics, processes, systems, business methods, trade secrets, marketing, trading and merchandising methods and information, promotional and advertising plans, strategies, financial plans and models, inventions, long term plans, analyses, research and development data, user or consumer data and profiles, ideas, computer programs, computer hardware, equipment, drawings and any other information of a confidential nature of the divulging party in whatever form it may be;
 - 5.2.2.2. the contractual and financial arrangements between the divulging party and others with whom it has business arrangements of whatever nature;
 - 5.2.2.3. all information peculiar to the Business of the divulging party which is not readily available to a competitor of the divulging party in the ordinary course of business;
 - 5.2.2.4. the fact of, and the content of, the discussions between the parties as well as the existence and content of this and any other agreement which may

be concluded between the parties pursuant to such discussions;

5.2.2.5. information relating to the divulging party's Business activities, Business relationship, products, services and customers and personnel;

5.2.2.6. intellectual property that is proprietary to the divulging party or that is proprietary to a third party and in respect of which the divulging party has rights of use or possession;

5.2.2.7. all other information in whatsoever form, whether subject to or protected by common law, or statutory law, or otherwise;

5.2.2.8. all personal information of the KGFT as defined under the Protection of Personal Information Act 2013.

but does not include information which:

5.2.2.9. Is lawfully in the public domain at the time of disclosure to the receiving party; or

5.2.2.10. subsequently becomes lawfully part of the public domain by publication or otherwise; or

5.2.2.11. is acquired or developed by a party independently of the other party and in circumstances which do not amount to a breach of the provisions of this agreement; or

5.2.2.12. subsequently becomes available to the receiving party from a source other than the divulging party which is lawfully entitled without any restriction on disclosure to disclose such confidential information to the receiving party; or

5.2.2.13. is disclosed pursuant to a requirement or request by operation of law, regulation or court order;

provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exemptions contained in the clauses 2.2.2.8 to 2.2.2.12 and provided further that the information disclosed in terms of this agreement will not be deemed to be within the foregoing exemptions merely because such information is embraced by more general information in the public domain or in a party's possession.

5.2.3. "divulging party" means the party disclosing confidential information in terms of this agreement, which is for purposes of this agreement, the KGFT;

5.2.4. "receiving party" means the party receiving confidential information from the divulging party, which for purposes of this agreement includes the Company;

5.2.5. "the parties" mean the parties to this Agreement.

6. DURATION

6.1. This Agreement will commence on the date of last signature hereof and shall endure for a period of 2 (two) years.

6.2. The duration set out in sub-clause 6.1 above may be extended or shortened by agreement between the parties.

7. NON-DISCLOSURE

The parties agree and undertake in favour of each other:

7.1. to treat the divulging party's confidential information as private and confidential and safeguard it accordingly;

7.2. except as permitted by this Agreement, not to disclose, publish, copy, reproduce, reverse engineer, circulate, decompile or otherwise transfer, whether directly or indirectly, the confidential information of the other party in any manner, for any reason or purpose whatsoever without the prior written consent of the divulging party, and provided that in the event of the confidential information being proprietary to a third party, it shall also be incumbent on the receiving party to obtain the consent of such third party;

7.3. except as permitted by this Agreement, not to utilise, employ, exploit or in any other manner whatsoever use the confidential information for any purpose whatsoever without the prior written consent of the divulging party, and provided that in the event of the confidential information being proprietary to a third party, it shall also be incumbent on the receiving party to obtain the consent of such third party;

7.4. to restrict the dissemination of the confidential information to only those employees, shareholders, partners, members, consultants, professional advisors, contractors, sub-contractors or agents of the receiving party (collectively referred to herein as "representatives") who are actively involved in activities for which use of the confidential information is authorised and then only on a "need to know" basis and the receiving party shall at its own cost initiate, maintain and monitor internal security procedures reasonable to prevent unauthorised disclosure by such representatives. In this regard the Company warrants that it has robust security systems relating to the storage of personal and confidential information of the KGFT.

7.5. In this regard the receiving party shall procure that its representatives who have access to the divulging party's confidential information, give a written undertaking in favour of the divulging party regarding the divulging party's confidential information on

substantially the same terms and conditions contained within this Agreement;

7.6. to take all practical steps, both before and after disclosure, to impress upon the receiving party's representatives who are given access to the confidential information, the secret and confidential nature thereof; and

7.7. to take all such steps as may be reasonably necessary to prevent the divulging party's confidential information falling into the hands of unauthorised persons or entities.

8. TITLE

All confidential information disclosed by the divulging party to the receiving party or which otherwise comes to the knowledge of the receiving party, is acknowledged by the receiving party:

8.1. to be proprietary to the divulging party or where applicable, the relevant third party proprietor; and

8.2. not to confer any rights of whatsoever nature in such confidential information on the receiving party.

9. RETURN OF INFORMATION

9.1. The divulging party may at any time on written request to the receiving party, require that the receiving party immediately returns to the divulging party any of the divulging party's confidential information and may, in addition, require material containing, pertaining to or relating to such confidential information and may require the that receiving party furnish a written statement to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such confidential information or material.

9.2. Alternatively to 6.1 above, the receiving party shall, as and when required by the divulging party on written request to the receiving party, destroy all confidential information and material referred to in 6.1 above and furnishes the divulging party with a written statement to the effect that same has been destroyed.

9.3. The parties shall comply with any request from the other in terms of 6.1 or 6.2 within 7 (seven) days of receipt of such request.

10. INDEMNITY

The receiving party hereby indemnifies and holds the divulging party harmless against any loss, action, expenses, claim, harm or damage or whatsoever nature suffered or sustained by the divulging party pursuant to a breach by the receiving party or the receiving party's representatives, of the provisions of this Agreement.

11. DOMICILIA AND NOTICES

11.1. The parties choose domicilia citandi et executandi ("domicilium address") for all purposes arising from or pursuant to this Agreement, as set out in the heading to this Agreement.

11.2. Any party shall be entitled from time to time, by written notice to the other(s), to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante.

11.3. All notices given in terms of this Agreement shall be in writing and any notice given by any party to another ("the addressee") which:

11.3.1. Is delivered is delivered by hand or transmitted by electronic mail shall be deemed to have been received by the addressee on the first business day

after the date of delivery or transmission by the sender, as the case may be; and

11.3.2. If posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the 14th (fourteenth) day after the date of such posting.

11.4. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication received by one of the parties from another, including by way of electronic transmission, shall be adequate written notice or communication to such party.

12. GOOD FAITH

Each party shall observe good faith in implementing the provisions hereof.

13. GENERAL

13.1. This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and, in the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in KwaZulu Natal shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the KwaZulu- Natal, Durban High Court of the RSA in respect of any dispute or claim arising out of or in connection with this Agreement.

13.2. The parties agree that, in the event of a breach of this Agreement, monetary damages would not, alone, be an adequate remedy. In the event of a breach or threatened breach of any provisions of this Agreement by the receiving party, the divulging party (and/or its relevant associate entity) shall be entitled to injunctive

relief in any court of competent jurisdiction and the receiving party shall reimburse the divulging party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this Agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

13.3. No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this Agreement.

13.4. No addition to, variation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

13.5. Any indulgence that either party may show to the other in terms of or pursuant to the provisions contained in this Agreement shall not constitute a waiver of any of the rights of the party, which granted such indulgence.

13.6. The parties acknowledge that this Agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

13.7. The parties agree that, if any provision of this Agreement is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

13.8. The parties hereby confirm that they have entered into this Agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

13.9. Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this Agreement.

13.10. Neither party shall make or issue any formal or informal announcement, advertisement or statement

to the press in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter hereof to any other person without the prior written consent of the other party.

14. COSTS

Every party shall pay its own costs relating to the negotiation, drafting, preparation and implementation of this Agreement.

SIGNED at _____ on this _____ day of _____ 2021

Signature

Full Name of Signatory: _____

KZN GROWTH FUND TRUST

Duly authorised hereto on behalf of the Company

AS WITNESS:

SIGNED at _____ on this _____ day of _____ 2021

Signature

Full Name of Signatory: _____

The Company (NAME) : _____

Duly authorised hereto on behalf of the Company

AS WITNESS:
