KZN GROWTH FUND AGENCY

PROVISION OF ASSET VALUATION SERVICES

RFQ REFERENCE NUMBER – KZNGFA RFQ 2024 - 27

Closing date	: **13 January 2025**
Time	: **12:00**
Submission format	: **Email** scm@kzngf.co.za

Name of the respondent: …………………………………………………………

Late bids will not be accepted

BID DETAILS

Bid title:	Provision of asset valuation services over assets held in security
Procurement Reference Number:	KZNGFA – RFQ 2024 - 027
Description of Goods & Services:	Asset valuation
Date of RFQ:	05 December 2024
Date of RFQ CLOSING:	**13 January 2025**

CONTACT INFORMATION

Any enquiries regarding the bidding procedure may be directed to:

Procurement Officer

Telephone: 031 372 3720

E-mail: scm@kzngf.co.za

BIDDER'S DETAILS

NAME OF BIDDER………………………………………………………………………

POSTAL ADDRESS ……………………………………………… ……………………

STREET ADDRESS ……………………………………………………………… ……

CONTACT PERSON ……………………………………………………………………

TELEPHONE NUMBER Code ……………… Number ………………………………

CELL PHONE NUMBER Code ……………… Number ……………………………

FACSIMILE NUMBER Code ……………. Number …………………………..……

E-MAIL ADDRESS ……………………………………………………………..………

Signature of Bidder …………………………………………….. Date ………………

1. PURPOSE

The Kwazulu-Natal Growth Fund Agency (KZNGFA) invites quotations from suitably qualified service provider for provision of valuation services over assets held as security, in companies in the Manufacturing, Logistics, Healthcare and Retail industry sectors.

2. BACKGROUND

Kwazulu-Natal Growth Fund Agency (KZNGFA) is an Agency, established and capitalised by the Provincial Government to provide debt and equity. The main objective of the KZNGFA is to provide support for creating and enabling environment for activities that create jobs and accelerate the economic development of KZN whilst promoting Broad Based Black Economic Empowerment (B-BBEE).

2.1 Procurement Philosophy

It is the policy of KZNGFA, 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 BEE 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 KZNGFA 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 KZNGFA.

The KZNGFA wishes to engage with service providers who are equally committed to maintain high quality services and competitive pricing.

3. SCOPE OF SERVICES REQUIRED

In preparation for the KZNGFA financial year-end audit, valuation of moveable and immovable assets is required to be performed by a suitably qualified independent valuation expert. Such valuation will be relied upon by the KZNGFA for internal and external reporting.

Bidders must provide detailed proposal on each of above valuation approaches as part of their submission and clearly state advantages and disadvantages of the proposed valuation approaches.

	COMPANY AND INDUSTRY	PROPERTY LOCATION	PURPOSE OF THE VALUATION
1	Company 1 (textile industry)	Verulam	Movable assets and property
2	Company (retail fittings manufacturer and fitter)	Pinetown	Movable assets
3	Company 3 (filling station)	Bhamshela	Property
4	Company 4 (private hospital)	Kwadukuza	Movable assets and property
5	Company 5 (automotive parts manufacturer)	Pinetown	Movable assets

4. THE VALUATION REPORT

The valuation report should at all times comply with the current standards as laid down by the International Valuation Standards Committee.

The report should include but not limited to the following:-

4.1 Valuation amounts per asset on each of the following basis:
- **replacement value for insurance purposes**
- **fair market value for accounting purposes**
- **forced sale value for liquidation purposes**

4.2 Introduction
4.3 Aerial photograph of the property
4.4 Physical verification of the assets* (photographic evidence to be included with the report)
4.5 Title deed information
4.6 verification of the registration of bonds at the deeds office and provide copies thereof Lease information
4.7 Local, provincial and central government information
4.8 Valuation approach
4.9 Market interference
4.10 Motivation
4.11 Calculations
4.12 Conclusion
4.13 General comments
4.14 The risk profile (e.g. ohs, general risks) of the property
4.15 Any other additional information about the property that may be deemed necessary for the report.

5. CONTRACT DURATION

The contract relationship is expected to extend until all valuation queries have been resolved, valuations submitted for approval by Board of Trustees and AFS signed off on 31 August 2025.

6. AWARD OF THE RFQ

KZNGFA is not obliged to accept and award this RFQ to the lowest bidder or any other bidder.

7. EVALUATION PROCESS AND CRITERIA

Selection will be conducted over three stages as detailed below:

Stage 1 - Compliance with Minimum Requirements

Stage 2 – Functionality Evaluation

8. STAGE 1 – COMPLIANCE WITH MANDATORY REQUIREMENTS

8.1 All proposals must be completed and accompanied by:

8.2 SBD 1, SBD 4 and SBD 6.1

8.3 Company Profile as a valuation company

8.4 Evidence of registration on the National Treasury Central Supplier Database

8.5 Signed and completed non-disclosure agreement.

All bids duly lodged as specified in this RFQ will be examined to determine compliance with the mandatory requirements and conditions. Failure to provide any mandatory information as requested above will results in the submission being deemed non-responsive.

9. STAGE 2 - FUNCTIONALITY EVALUATION

Scores will be tabulated to 100 points. Respondents must score 70 points and over to be assessed on their financial offer and preference score.

The allocation of points for the evaluation of quality/functionality is set out in Table 1 below:

FUNCTIONAL EVALUATION CRITERIA	Weight
Company experience as valuation company At least one of the Directors of the bidding entity must have a minimum of 5 years' experience in valuing specialised properties as a Professional Valuer (A valuer that has been registered as a professional valuer for a minimum of 5 years) 0 > 5 years = 5 points 6 > 7 years = 10 points 8 > 10 years = 15 points 11+ = 20 points **Note: Please provide CIPC or CSD with Director's names**	**20**
QUALIFICATIONS, PROFESSIONAL AFFILIATIONS AND EXPERIENCE Team's qualifications, accreditation, and affiliations (Must incl. detailed CVs with start & end dates, as well as relevant proof of qualification accreditation, affiliations from the relevant Professional Bodies/Council). **Team must be made up of at one (1) Senior Valuator, one (1) Junior Valuator and one (1) Associate** *****Must be registered with the South African Council for the property valuer's profession proof of certificate must be attached.** Scoring for the proposed lead professional team's experience is to be allocated as follows: Team's average experience ranges between 1 and 5 years – (10) Team's average experience ranges between 6 and 10 years – (20) Team's average experience ranges is more than 10 years – (30) **The team's experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.** **Team qualification must be attached as part of the submission (lack of submission of proof of qualification / accreditation will lead to zero scoring)**	**30**

FUNCTIONAL EVALUATION CRITERIA	Weight
Reference Letters Letters of reference for asset valuation in relevant industry or similar companies noted on number 3 (scope). a. 6 Letters of Reference relevant to the scope of work – 30 points b. 5 Letters of Reference relevant to the scope of work – 25 points. c. 4 Letters of Reference relevant to the scope of work – 20 points. d. 3 Letter of Reference relevant to the scope of work – 15 points. e. 2 Letter of Reference relevant to the scope of work – 10 points. f. 1 Letter of Reference relevant to the scope of work – 5 points *****Letters must be on company letterhead, signed, and dated. Letters must not be older than 5 years.**	**30**
Location Office in KwaZulu-Natal – 20 points Office outside of KwaZulu-Natal – 10 points **Lease agreement or CSD**	**20**
Total points allocation	**100**

Note: Failure to obtain the minimum of 70 out of 100 on functionality will result in disqualification from further evaluation.

10. THE INFORMATION REQUIRED

You are and required to provide the KZNGFA with a proposal, by **no later than 12:00pm on 13 January 2024.**

11. SUBMISSION DETAILS

- Submissions must be emailed to scm@kzngf.co.za attention **Sijabulile Ntshangase** by no later than the stipulated time above.
- For technical queries, you can contact Nothando Mabunda on scm@kzngf.co.za during business hours of 8:00am to 4:30pm, Monday to Friday on 031 372 3720.

****Asset registers will be given to bidders that passed Stage 2 Functionality Evaluation.

Approved by

Nothando Mabunda
Acting Chief Risk Officer

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	KZNGFA- RFQ 2024 – 27	CLOSING DATE:	**13 January 2024**	CLOSING TIME:	**12h00pm**
DESCRIPTION	**Asset Valuation**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Via email to scm@kzngf.co.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Sijabulile Ntshangase**	CONTACT PERSON	**Nothando Mabunda**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**scm@kzngf.co.za**	E-MAIL ADDRESS	**scm@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 MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

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

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

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO

BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

~~a) The applicable preference point system for this tender is the 90/10 preference point system.~~

b) The applicable preference point system for this tender is the 80/20 preference point system.

~~c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership		10		
Black Women Ownership		4		
Black Youth Ownership		3		
Disability		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….

DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

RECIPROCAL CONFIDENTIALITY

AND

NON-DISCLOSURE AGREEMENT

between

KZN GROWTH FUND TRUST

Registration number: IT/1437/2007

ADDRESS: 303 DR PIXLEY KA SEME STREET,

28TH FLOOR, DELTA TOWERS, DURBAN, 4001

And

____

(Hereinafter referred to as the "___________________________________")

ADDRESS: _______________________________

____

1 INTRODUCTION

1.1. The parties intend to have discussions and/or negotiations relating to the business. 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.

1.2. If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised 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 loss.

1.3. In the circumstances the parties are willing to provide one another with a reciprocal 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.

2. INTERPRETATION

In this agreement:

2.1. Clause headings are for convenience and shall not be used in its interpretation;

2.2. 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:

2.2.1. "**the business**" means the general business operations carried on by the Company and its associated entities;

2.2.2. "***confidential information***" means any 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:

2.2.2.1. 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;

2.2.2.2. the contractual and financial arrangements between the divulging party and others with whom it has business arrangements of whatever nature;

2.2.2.3. 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;

2.2.2.4. 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;

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

2.2.2.6. 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;

2.2.2.7. all other information in whatsoever form, whether subject to or protected by common law, or statutory law, or otherwise; but does not include information which:

i) Is lawfully in the public domain at the time of disclosure to the receiving party; or

ii) subsequently becomes lawfully part of the public domain by publication or otherwise; or

iii) 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

iv) 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

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

2.2.2.8. 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.

2.2.3. "**divulging party**" means the party disclosing confidential information in terms of this agreement;

2.2.4. "**receiving party**" means the party receiving confidential information from the divulging party;

2.2.5. "**the parties**" mean the parties to this agreement.

3. DURATION

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

3.2. The duration set out in sub-clause 3.1 above may be extended or shortened by agreement between the Parties.

4. NON-DISCLOSURE

The parties agree and undertake in favour of each other:

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

4.2. 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;

4.3. 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;

4.4. 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 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 in regard to the divulging party's confidential information on substantially the same terms and conditions contained within this agreement;

4.5. 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

4.6. 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.

5. 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:

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

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

6. RETURN OF INFORMATION

6.1. 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.

6.2. 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.

6.3. 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.

7. 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.

8. DOMICILIA AND NOTICES

8.1. 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.

8.2. 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.

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

8.3.1. Is delivered is delivered by hand or transmitted by telefax shall be deemed to have been received by the addressee on the first business day after the date of delivery or transmission, as the case may be; and

8.3.2. 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.

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

9. GOOD FAITH

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

10. GENERAL

10.1. 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.

10.2. The parties irrevocably submit to the non-exclusive jurisdiction of the High Court of South Africa, Durban and Coastal Provincial Division, in respect of any action or proceeding arising from this agreement.

10.3. 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.

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

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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.

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

10.11. 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.

11. COSTS

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

For and on behalf of **KZN GROWTH FUND TRUST:**

SIGNED at Durban

On this 5 December 2024

Day of 2024-12-05

Name and Surname:

Nothando Mabunda

Signature: ______________________________

KZN GROWTH FUND TRUST

who warrants his authority hereto

AS WITNESS

1. ______________________________

2. ______________________________

For and on behalf of the **XXX:**

SIGNED at ______________________________

On this ______________________________

Day of ______________________________

Name and Surname:

____

Signature: ______________________________

XXX

who warrants his authority hereto

AS WITNESS

1. ______________________________

2. ______________________________