



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 15 EDTEA 2024/2025

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

Suitable and capable service providers are invited to bid for: APPOINTMENT OF CREDIBLE AND ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF SMARTGOV SYSTEM FOR THE PERIOD OF 36 MONTHS TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

Collection of Bid Documents

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

Briefing Session (NOT APPLICABLE)

Queries relating to the issue of these documents may be addressed to SCM Office

Tel. No. (033) 264 2579/2862:

E-mail: bids@kznedtea.gov.za

Closing Date: 13 June 2025

The closing time for receipt of Tenders is 11h00.

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

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

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 15 EDTEA 2024/2025	CLOSING DATE:	13 June 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF CREDIBLE AND ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF SMARTGOV SYSTEM FOR THE PERIOD OF 36 MONTHS TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Office		CONTACT PERSON	Mr. Mdumiseni Buthelezi	
TELEPHONE NUMBER	(033) 264 2579/2862		TELEPHONE NUMBER	082 746 7061	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@kznedtea.gov.za		E-MAIL ADDRESS	mdumiseni.buthelezi@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
Section C	Special Instructions regarding completion of bid	Read only					
Section D	Registration on Central Suppliers Database	Read Only					
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section F	Pricing Schedule (SBD 3.1)	Yes	Yes				
Section G	Pricing schedule (SBD 3.3) (Professional services)	Yes	Yes				
Section H	Bid Offer	Yes	Yes				
Section I	Bidder's disclosure form (SBD4)	Yes	Yes				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022			Yes			
Section K	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	Official Briefing session form	No	No				
Section M	Special Conditions of Contract						
Section N	General Conditions of Contract	Read only					
Section O	Authority to Sign a BID						

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	Provide resolution letter for the relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
Section P	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						
Annexure E	Board Resolution Format						

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

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

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

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

**SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO

REPRESENTS (state name of bidder)CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION F: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of bidder.....	Bid number: ZNT 15 EDTEA 2024/2025
Closing Time 11:00	Closing date: 13 June 2025

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

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

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

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

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

*Delete if not applicable

SECTION G: PRICING SCHEDULE**(Professional Services)**

Name of bidder.....	Bid number... ZNT 15 EDTEA 2024/2025
Closing Time 11:00	Closing date... 13 June 2025

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

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

1. The accompanying information must be used for the formulation of proposals

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R.....

R.....

R.....

R.....

R.....

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

R..... days

R..... days

R..... days

R..... days

R..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

R

.....

.....

R

.....

.....

R

.....

.....

R

.....

.....

R

TOTAL: R.....

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

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

incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

TOTAL: R.....

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

7. Estimated man-days for completion of project

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

*YES/NO

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION H: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 15 EDTEA 2024/2025: APPOINTMENT OF CREDIBLE AND ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF SMARTGOV SYSTEM FOR THE PERIOD OF 36 MONTHS TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

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

NAME OF BIDDER:	SIGNATURE	DATE:
---------------------------------	---------------------------	-----------------------

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

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

SECTION I: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

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

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

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

DECLARATION PROVE TO BE FALSE.

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

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 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

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

- through public auctions; and
 (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 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
 - 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,

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents to be submitted to claim points
Preference Goal 1- HDI			
African	5		Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Women	5		Completed SBD 6.1, Completed ownership demographic form and CIPC certificate
Preference Goal 2- RDP			
Youth	5		Completed SBD 6.1, Completed ownership demographic form, CIPC Certificate, and Copy of Identity document
Geographical Location (KZN based)	5		Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate
Total	20		

- 4.3. 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]

4.4. 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:	.....

OWNERSHIP DEMOGRAPHIC SCHEDULE

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

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

SECTION K: QUESTIONNAIRE REPLIES

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

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

.....
DATE

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

SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

NOT APPLICABLE

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

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

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....

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

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

DATE:

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

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION M: SPECIAL CONDITIONS OF CONTRACT

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

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

1. CONTRACT PERIOD

1.1 **36 Months**

2. EVALUATION CRITERIA

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

2.1 Step 1 - Administrative Compliance

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

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
SECTION A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	PRICING SCHEDULE FIRM PRICES (SBD 3.1)	X		
SECTION G	PRICING SCHEDULE PROFESSIONAL SERVICES	X		
SECTION H	BID OFFER	X		
SECTION I	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION J	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION K	QUESTIONNAIRES REPLIES	X		
SECTION L	NOT APPLICABLE: BRIEFING SESSION		X	Not Applicable
SECTION M	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION N	GENERAL CONDITIONS OF CONTRACT			Read only
SECTION O	AUTHORITY TO SIGN THE BID	X		
SECTION P	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable

2.2 Step 2 - Functionality

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

2.3 Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20/ preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will result in non-allocation of preference points.

Specific goals	Documents required to determine specific goals respectively
Preference Goal 1- HDI	
African	Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Women	Completed SBD 6.1, Completed ownership demographic form and CIPC certificate
Preference Goal 2- RDP	
Youth	Completed SBD 6.1, Completed ownership demographic form, CIPC Certificate, and Copy of Identity document
Geographical Location (KwaZulu Natal)	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate

2.4 Step 4 - Price negotiation

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

3 BID APPEAL TRIBUNAL (BAT)

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

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 **All award notifications will be published on the departmental website, and where applicable in the relevant newspapers. Service providers will also be notified through an official notification letter.**
- 1.3 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.4 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.5 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.6 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.
- 1.7 **Award notification on the e-tender portal will only be published once a confirmation of no appeals has been received from Provincial Treasury, therefore, no appeals will be considered after the award information has been published on the E-Tender portal.**

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION N: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- ii) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - iii) a cashier's or certified cheque
 - iv) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s)

specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

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

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

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

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

28 Limitation of liability

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

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

SECTION O: AUTHORITY TO SIGN A BID
AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

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

[illegible]

SIGNATURE OF BIDDER:

DATE:

ANNEXURE A (TERMS OF REFERENCE)

**APPOINTMENT OF CREDIBLE AND ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF SMARTGOV SYSTEM
FOR THE PERIOD OF 36 MONTHS TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND
ENVIRONMENTAL AFFAIRS**

1. Definitions of Acronyms/Glossary

CV	Curriculum Vitae
EDTEA	Economic Development, Tourism and Environmental Affairs
KZN	KwaZulu-Natal
PSC	Project Steering Committee
PPPFA	Preferential Procurement Policy Framework Act No 5 of 2000: Preferential Procurement Regulations 2022
SA	South Africa
SARS	South African Revenue Services
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
B-BBEE	Broad Based Black Economic Empowerment
ICT	Information Communication Technology
DG	Director-General
BAS	Basic Accounting System
PERSAL	Personnel and Salary System
OTP	One Time Password
DPSA	Department of Public Service and Administration
CARC	Cluster Audit and Risk Committee
S&T	Subsistence and Travel
API	Application Programme Interface
PMBOK	Management Body of Knowledge
CIPC	Companies and Intellectual Property Commission

2. Departmental and Programme Overview

The KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is mandated to oversee the socio-economic transformation in the KZN Province.

The ICT Unit is located within the Chief Directorate: Corporate Services. The strategic role of the ICT Unit within EDTEA is to provide tools and systems that enable efficient communication, data management, analysis, and decision-making processes. Furthermore, the ICT Unit's objectives are to enhance employee productivity, client engagement, and offer a competitive edge in rendering key services.

3. Purpose of the TOR

The purpose of the Terms of Reference is to appoint credible and accredited service provider for the development, enhancement, implementation and maintenance of SmartGov System for the period of 36 months to the Department of Economic Development, Tourism and Environmental Affairs.

4. Project Objectives

The Department seeks to appoint a service that will undertake the supply, installation, customisation and enhancement of the applicable software to meet the specific business automation needs of the organisation.

The solution MUST provide for the automation of the following internal business processes:

- I. Submissions
- II. Leave Management
- III. Contract Management
- IV. Subsistence and Travel Management
- V. Project Management
- VI. Performance Information Reporting

4.1 Overall Objectives

The solution should enable the provision of:

- I. a single user interface (UI) that provides a consistent and cohesive user experience across all functionalities and features of the application.
- II. access through a web-based interface to support remote and mobile access.
- III. the ability to create and manage user accounts, assign roles and permissions, and track user activity.
- IV. centralised storage for documents generated, including text and images, with the ability to categorise, tag, and search.
- V. automated versioning and revision tracking, with the ability to view and compare previous versions of documents.
- VI. data encryption and secure storage, with the ability to control who has access to documents and at what level.
- VII. mobile-friendly interface and access, with the ability to view, edit, and approve documents from a smartphone or tablet.
- VIII. a comprehensive audit trail, with the ability to track all changes and activity (including document creation, modification, and deletion), should be included in the system.
- IX. compliance with relevant legislation regarding storage and backup to ensure the security and privacy of information.
- X. comprehensive routine backups aligned to an approved backup schedule,
- XI. an inclusive disaster recovery plan with regular plan tests and reports,
- XII. specific user roles and permissions, which will determine the functions they can access and the actions they can perform within the system.
- XIII. an access control administration console to manage user profiles, roles, and access to the various functions within the system.
- XIV. a robust and efficient search function that allows users to search for documents and memos across the system based on their classification.
- XV. security and access protocols that prevent unauthorised access to sensitive information.
- XVI. System Administration capabilities that would provide an easy-to-use interface for administrators to manage and update the following aspects:
 - a. Organisation hierarchy.
 - b. User profiles.
 - c. Service Level Agreement (SLA) response times based on user level.
 - d. Financial authorisation levels.
 - e. Out-of-office and administrative delegations.

4.2 Key Output

4.2.1 Description of System Requirements

- I. Supply, installation, and customisation: The service provider will be responsible for supplying, installing, and customising the software to meet the specific needs of the organisation.
- II. Implementation: The provider should assist with the implementation of the software, ensuring it is integrated with existing systems and processes.
- III. Training: The provider should provide training to ensure Departmental users are proficient in using the software to carry out their daily tasks.
- IV. Transfer of knowledge to Departmental IT staff: The service provider will work closely with the Department of Economic Development, Tourism and Environmental Affairs IT staff to transfer their knowledge and expertise of the system.
- V. The service provider solution must possess the ability to create bespoke software solutions designed for business process optimisation that cater to the Department's unique requirements. This entails conducting thorough requirements, and business needs analysis, coding, implementation, and providing ongoing support.
- VI. User Requirement Specifications: The service provider must be prepared to conduct comprehensive user requirement specifications with the respective Lines of Business in order to adequately grasp each business process expected workflows and outcomes.
- VII. The solution's developer/service provider must have a strong public sector footprint, with a demonstrated history of successful implementations with government Departments, provincially and nationally.

4.2.2 Support and Maintenance

- I. The service provider should maintain the software and ensure it is always updated and functioning optimally.
- II. The service provider will be responsible for ensuring the smooth functioning and operation of the system once it is rolled out to end-users. This will include providing timely and efficient support and maintenance services, addressing any technical issues that may arise, and ensuring that the system is up-to-date and secure.
- III. The service provider will work closely with the end-users and IT staff at the Department of Economic Development, Tourism and Environmental Affairs to ensure that the system is meeting the needs and requirements of the Department and that any necessary modifications or updates are made in a timely and effective manner.
- IV. Additionally, the provider will be responsible for ensuring that the system remains in compliance with any relevant regulations and standards and for performing regular maintenance and upgrades to keep the system functioning optimally. They will also be expected to provide regular quarterly reports on the status and performance of the system, as well as documenting any changes or updates made to the system.
- V. Overall, the service provider's role in providing support and maintenance services will be critical in ensuring the success and adoption of the system by end-users at the Department of Economic Development, Tourism and Environmental Affairs and in maintaining the integrity and reliability of the system over the duration of the contract period.

4.2.3 System Reporting and Analytics

- I. Ability to generate reports and analytics on document usage, user activity, and workflows.

- II. Providing performance metrics of the system and processes to identify bottlenecks and opportunities for improvement. Document Management Reports, including a report of actions (audit trail) performed on documents and records.
- III. Records Management Reports, including a list of all memos placed on hold and audit trail report per record/site.
- IV. System Reports, including users, profiles, and statuses.
- V. Workflow Reports, including workflow status and details per workflow.
- VI. Performance Reports, including the number of workflows initiated by units or users, average workflow completion time and historical trends, average workflow activity completion time and historical trends.
- VII. Units or users with the slowest completion times.

4.2.4 Integration with Other Applications

- I. The system should support integration with:
 - a. Departmental user directory services for authentication, including Microsoft Active Directory.
 - b. Budget Accounting System (BAS)
 - c. PERSAL to confirm leave balances.

4.2.5 WORKFLOW PROCESSES

- I. In terms of workflow processes, the system should be able to:
 - a. provide the ability to define and manage custom workflows with tasks and approval levels.
 - b. redirect the flow of tasks in case of the absence of the assigned individual, such as leave or a vacancy.
 - c. return the process to the previous participant or the originator.
 - d. provide controlled delegation of duties and escalation where tasks are not completed within the designated timeframe.
 - e. send email and SMS notifications to inform users of required actions.
 - f. support multi-factor authentication, e.g. OTP, biometrics.
 - g. the attachment of related documents for reference.
 - h. automatically attach a digital version of the user's signature when a document is approved.
 - i. use digital signatures, with the ability to sign and approve documents electronically.
 - j. provide for role-based access control and permissions, with the ability to control who has access to documents and at what level.

4.3 Scope of Work

I. Submissions

- (a) The creation and maintenance of submissions with an intuitive user interface and streamlined workflows.
- (b) Compliance with the Departmental template types to ensure consistent formatting and standardisation.
- (c) The system should support the creation of different submission sub-types, such as submissions from the Director-General (DG) or Minister.
- (d) Ability to Create Different Kinds of Submissions: The system should allow users to create different kinds of submissions, such as Legal or Procurement submissions.
- (e) The linking to previously submitted submissions provides context and background information.
- (f) An automated Department-specific process flows to streamline workflows and improve efficiency.
- (g) The drafting of official letters with a customisable template library.

- (h) Built-in security classification to ensure that sensitive information is protected.
- (i) The attachment of supporting documentation electronically. The system should have the ability to upload multiple file types such as Word, Excel, PDF, and large file sizes and uploaded supporting documentation should be linked to the relevant submission for easy retrieval and reference.
- (j) Linking submissions to a file plan series to improve organisation and tracking.
- (k) Email notifications are based on configurable business rules, such as submissions that are delayed or approved late.
- (l) Automatic signatory routing based on the organisational structure.
- (m) Appropriate actions, such as support/not support, approve/not approve, to facilitate easy and frictionless decision making.
- (n) Amendments to the submission contents while en route, with version tracking and audibility to ensure accountability.
- (o) Referrals to additional users for further input with supporting comments or referred to additional users for alternative opinions.
- (p) Downloading and printing submissions in PDF and MS Word format for ease of sharing and printing.
- (q) Access to all submissions in progress to improve visibility and accountability.
- (r) One-Time Passwords (OTP) as an additional authentication step to improve security.
- (s) Robust reporting capabilities to allow users to analyse and track the performance of the submission process.

II. Leave Management

- (a) An automated process for leave application and approvals, allowing employees to apply for leave electronically and have it approved or rejected by their supervisors.
- (b) A user should be able to reschedule leave applications that are still in progress.
- (c) Integrate with PERSAL, ensuring that the leave information captured in the business process management system is automatically transferred to PERSAL without any manual intervention.
- (d) Prevent employees from applying for leave if they do not have sufficient leave credits.
- (e) Compliance with the DPSA and Departmental Leave Policies, including the enforcement of mandatory requirements, the 'Eight Week Rule', and credits for special leave types.
- (f) Recommend and approve leave applications through the system, streamlining the leave approval process.
- (g) Allow users to download and print Z1 forms for all leave applications, providing a clear record of the leave taken.
- (h) Support leave management processes for officials who do not have access to a computer, ensuring that all employees can participate in the leave management process.
- (i) A record of all leave applications, approvals, and rejections, allowing for easy tracking of leave balances and leave taken.
- (j) An audit trail of all actions taken with regard to leave management, including leave applications, approvals, and rejections.
- (k) Performance metrics and reporting capabilities to help identify trends, patterns, and bottlenecks in the leave management process.

III. Contract Management

- (a) Create a contract from a template that is pre-approved by the Department.
- (b) Coordinates the creation and revision workflow of the contract from initiation to signoff by the contracting parties.
- (c) Capture contract milestones and deliverables to assist in monitoring the progress of the contract during the delivery phase.
- (d) Captures other significant contract events, such as contract expiry and renewal and automatically sends notifications to facilitate the monitoring and management of contracts.
- (e) Track the progress of the contract and view the status of each contract in real-time.
- (f) Accessible and searchable store for all contract-related documents necessary for reference purposes, including payment and auditing.
- (g) Tracks and provides an audit trail of all changes made to contract information, which helps in ensuring accountability and transparency.
- (h) Integrates with the payments to provide visibility of all invoices and payments linked to the contract to ensure that payments are made only once after the contract milestones have been achieved and proper accountability has been taken for contract deliverables.
- (i) Automatically sends notifications to officials responsible for the completion of tasks/resolutions at specific intervals to ensure that the contract is managed effectively and efficiently.
- (j) Invoices can only be submitted and processed if they are linked to a valid purchase order or contract.
- (k) Automatically route invoices to the appropriate end-user for authorisation based on predefined rules.
- (l) Track payment processes to ensure that predefined execution times, including compliance with the 30-day payment timeframe, are being adhered to.
- (m) Automatically attach necessary supporting documents, such as memos and expenditure authorisation forms, to invoices to help facilitate the payment process.
- (n) Automate the routing of invoices, as well as send notifications and escalations to appropriate parties to ensure that invoices are processed on time.
- (o) Require that evidence of delivery be attached to all invoices within the system before an authorisation is granted.
- (p) Provide audit trails that enable the identification of the source of any delay in the payment process.
- (q) Automatic notifications to responsible officials when tasks are approaching their due date or when there are delays in the payment process.
- (r) Automate the conclusion of a contract, invoice and payment document into a consolidated payment voucher document.
- (s) Provide electronic storage medium for payment voucher documents with search engine functionality.
- (t) Allow for legacy payment vouchers to be scanned and converted into a digital format.
- (u) Provide a comprehensive inventory for all vouchers captured on the system.
- (v) Provide limited access to non-departmental officials or external stakeholders for audit or investigation purposes.
- (w) The system must have capability to interface with the Department's Procurement Plan for carryover purposes.
- (x) Generate the following reports (templates will be provided by the Department):
 - (i) Variations and Extensions Report
 - (ii) Commitment Report – cash flow for each project linked to the Contract Register

- (iii) Annual Report – variation/extension report
- (iv) CARC Suppliers' Performance report
- (v) Close out report – email triggers sent to the end user for completion
- (vi) Progress report – email triggers sent to the end user for completion
- (y) The system must be able to generate financial and legal review per contract
- (z) Generate reference letter to the contractor at the end of contract
- (aa) Generate and send notifications for contract overpayment

IV. Subsistence and Travel Management System

- (a) Introduction
 - (i) The objective of this project is to develop and implement an electronic Travel and Subsistence (S&T) management system.
 - (ii) The system will enable officials to submit S&T claims electronically, streamline the approval process, and ensure accurate and timely reimbursements.
- (b) Objectives
 - (iii) To provide a user-friendly platform for officials to submit various types of S&T claims.
 - (iv) To automate the calculation of claims based on pre-defined rates and policies.
 - (v) To integrate with existing systems for seamless data management and reporting.
- (c) The contractor shall develop a Travel and Subsistence Management System that includes the following features and functionalities:
- (d) General Requirements
 - (i) The system should enable an official to submit an S&T claim electronically.
 - (ii) Claims may include one or more of the following types:
 - Kilometre claims
 - Daily allowances
 - Out-of-pocket expenses
- (e) Kilometre Claims
 - (i) The user should be able to capture details of the trips being claimed.
 - (ii) The amount claimed should be calculated automatically based on the distance and Department of Transport rates for the relevant vehicle engine type/capacity.
 - (iii) Trip distance should be calculated automatically based on the shortest driving distance between the origin and destination.
 - (iv) Alternate or specified route should be displayed in a map-style interface and attached as supporting evidence to the claim.
 - (v) Additional kilometres for stayover trips must be specified separately and added to the trip sheet.
- (f) Daily Allowances
 - (i) Daily allowances should be calculated automatically based on DPSA (Department of Public Service and Administration) policies and rates for the financial year.
 - (ii) Both domestic and international allowance rates should be supported.
- (g) Out-of-Pocket Expenses
 - (i) It should be possible to capture expenses incurred during travel.
 - (ii) It should be possible to attach supporting evidence, such as copies of invoices and receipts.
 - (iii) It should be possible to claim on behalf of a group.
- (h) Additional Features
 - (i) It should be possible to download the S&T claim in PDF format.
 - (ii) The claim should be routed for approval to all relevant stakeholders based on the applicant's reporting structure, departmental policy, and delegations.
 - (iii) The solution should integrate with PERSAL (Personnel and Salary System) for the automated capture of the S&T claims.
 - (iv) Travel Request and Approval Workflow

- Allow users to submit travel requests that include the purpose of travel, destination, and estimated expenses.
 - Implement an approval workflow to manage and track travel requests before travel commences.
 - Policy Compliance Check
 - Automatically validate claims against organizational travel policies and regulations.
 - Flag non-compliant claims and provide reasons for non-compliance.
- (v) Real-time Expense Tracking
- Allow users to track expenses in real-time during their travel via a mobile application.
 - Enable users to update their claims on-the-go and attach receipts/photos as they incur expenses.
- (vi) Per Diem Management
- Calculate and manage per diem allowances based on location, duration of stay, and employee grade.
 - Automatically adjust allowances based on partial day travel or meal provisions.
- (vii) Currency Conversion
- Support multi-currency claims and automatically convert expenses to the home currency based on current exchange rates.
- (viii) Analytics and Reporting
- Generate detailed reports on travel and expense data for financial analysis and budgeting purposes.
 - Provide dashboards for management to monitor travel expenses and trends.
- (ix) Audit Trail
- Maintain a detailed audit trail of all actions performed within the system, including claim submissions, approvals, and modifications.
- (x) Integration with Travel Booking Systems
- Integrate with travel booking systems to pull travel itinerary details automatically into the claim form.
 - Enable direct booking of flights, hotels, and rental cars through the system.
- (xi) Mobile Accessibility
- Provide a mobile application for users to submit, track, and approve claims on-the-go.
 - Ensure the mobile app supports offline functionality for areas with limited internet connectivity.
- (xii) Notifications and Alerts
- Send automated notifications and reminders to users for pending approvals, upcoming travel, or required actions.
 - Provide alerts for policy violations or missing documentation.
- (i) Deliverables
- (i) The contractor shall deliver the following:
- A fully functional Travel and Subsistence Management System meeting all specified requirements.
 - User manuals and training materials for end-users and administrators.
 - Technical documentation, including system architecture and integration points.
 - A test plan and test cases for system validation.
 - A support and maintenance plan post-implementation.

V. Project Management System

(a) Introduction

- (i) The objective of this project is to develop a web-based project management system that will enable efficient tracking of all types of projects, monitoring progress, managing timelines, and integrating seamlessly with the contract management solution.

(b) Objectives

- (i) To provide a centralized platform for managing multiple projects.
- (ii) To enable real-time tracking of project progress and timelines.
- (iii) To ensure integration with the existing contracts management system.
- (iv) To enhance collaboration and communication among project stakeholders.

- (v) To facilitate reporting and analytics for informed decision-making.
- (c) Functional Requirements
 - (i) Project Management
 - Project Creation and Configuration:
 - Ability to create new projects with fields for project name, description, start and end dates, budget, objectives, and assigned team members.
 - Support for different project types (e.g., construction, IT, marketing) with customizable templates.
 - Option to define project categories and subcategories.
 - Ability to duplicate or clone existing projects for similar initiatives.
 - Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.
 - Milestones and Deliverables:
 - Define project milestones with specific due dates and deliverables.
 - Link milestones to project phases and tasks.
 - Visual indicators for milestone completion status.
 - Automatic notifications and reminders for upcoming milestones and deadlines.
 - (ii) Task Management:
 - Task Assignment:
 - Create and assign tasks with details such as task name, description, start and end dates, priority, estimated hours, and status.
 - Assign tasks to one or multiple team members.
 - Set task dependencies to ensure proper sequencing and highlight critical paths.
 - Option to create subtasks within a main task.
 - (iii) Task Dependencies:
 - Visual representation of task dependencies using Gantt charts or dependency matrices.
 - Notifications for tasks that are delayed or at risk due to dependent tasks.
 - (iv) Task Tracking:
 - Real-time tracking of task progress with percentage completion and status updates (e.g., not started, in progress, completed, on hold).
 - Ability to log work hours and track time spent on each task.
 - Visual progress bars and indicators for task status.
 - (v) Timeline and Scheduling:
 - Gantt Charts:
 - Interactive Gantt charts to visualize project timelines, task durations, dependencies, and milestones.
 - Drag-and-drop functionality to adjust task start and end dates.
 - Zoom in/out options to view timelines at different levels of granularity (e.g., days, weeks, months).
 - Calendar View:
 - Calendar view for managing project schedules, tasks, and important dates.
 - Integration with personal and team calendars (e.g., Google Calendar, Outlook).
 - Resource Allocation:
 - Manage and allocate resources (e.g., team members, equipment) to tasks and projects.
 - Resource availability and capacity planning to avoid overbooking.
 - Visual resource utilization charts to monitor workload distribution.

(vi) Progress Tracking and Reporting:

- Progress Updates:
 - Real-time updates with narrative fields on project and task progress with status indicators and percentage completion.
 - Automated progress tracking based on task completion and milestone achievements.
 - Visual indicators for project health (e.g., on track, at risk, behind schedule).
- Dashboards:
 - Customizable dashboards for project managers and team members to visualize key metrics and performance indicators.
 - Widgets for displaying project status, progress charts, resource utilization, and upcoming deadlines.
 - Drill-down capabilities for detailed views of specific tasks or projects.
- Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - GIS Reporting
 - Schedule automatic report generation and distribution to stakeholders.

(vii) Collaboration and Communication

- Team Collaboration:
 - Tools for team collaboration, including discussion boards, chat functionality, and real-time document collaboration.
 - Shared workspaces for project teams to manage files, documents, and project-related information.
- Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
- Comments and Feedback:
 - Allow team members to add comments, feedback, and attachments to tasks, milestones, and project elements.
 - Threaded discussions for contextual communication.

(viii) Integration

- Contracts Management Integration:
 - Seamless integration with the existing contracts management solution to link contracts with corresponding projects, tasks, and milestones.
 - Automatic updates and synchronization of contract-related information.
- API Access:
 - Provide comprehensive API access for integration with other third-party applications and systems.
 - Support for RESTful APIs and webhooks for real-time data exchange.
- Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.
 - Data export functionality to ensure data portability and backup.

(d) Non-Functional Requirements

(i) Security

- User Authentication and Authorization: Secure user authentication and role-based access control to ensure data protection.

- Data Encryption: Encrypt data in transit and at rest to maintain confidentiality and integrity.
- Audit Trails: Maintain audit trails of all user activities for accountability and traceability.
- (ii) Performance:
 - Scalability: The system should be scalable to handle an increasing number of projects, users, and data.
 - Availability: Ensure high availability with minimal downtime to support continuous project operations.
 - Performance Monitoring: Tools for monitoring system performance and addressing any issues promptly.
- (iii) Usability
 - User-Friendly Interface: Intuitive and user-friendly interface to ensure ease of use and quick adoption.
 - Customization: Customizable views and workflows to cater to different user needs and preferences.
 - Training and Support: Provide training materials and ongoing support to ensure successful implementation and usage.

VI. Performance Information Reporting

- (a) Introduction
 - (i) The objective of this project is to develop a departmental web-based performance reporting system that will enable a regular and real time updates of all reporting requirements. The system will track reporting towards Annual Performance Plan, Annual Operational Plans, Lekgotla resolutions, Budget speech pronouncements, State of the Province pronouncements, Job creation reporting, Action working groups and Cluster reporting.
- (b) Objectives
 - (i) To provide a centralized platform for all reporting requirements.
 - (ii) To enable real-time updates and monitoring of reported data.
 - (iii) To ensure integration with the existing reporting systems.
 - (iv) To enhance collaboration and communication among reporting and oversight stakeholders.
 - (v) To facilitate reporting and analytics for informed decision-making.
- (c) Functional Requirements
 - (i) Annual Performance Plan Reporting
 - Ability to create performance indicators with fields for monthly and quarterly targets, comments, budgets, and assigned programme manager.
 - Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.
 - Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - Schedule automatic report generation and distribution to stakeholders.
 - Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
 - Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.

- Data export functionality to ensure data portability and backup.
- (ii) Annual Operational Plan Reporting
 - Ability to create performance indicators with fields for monthly and quarterly targets, comments, budgets, and assigned programme manager.
 - Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.
 - Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - Schedule automatic report generation and distribution to stakeholders.
 - Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
 - Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.
 - Data export functionality to ensure data portability and backup.
- (iii) Lekgotla Resolutions, SOPA and Budget Speech
 - Ability to create performance indicators with fields for monthly and quarterly targets, comments, budgets, and assigned programme manager.
 - Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.
 - Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - Schedule automatic report generation and distribution to stakeholders.
 - Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
 - Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.
 - Data export functionality to ensure data portability and backup.
- (iv) Jobs Creation Reporting
 - Ability to create performance indicators with fields for monthly and quarterly targets, comments, budgets, and assigned programme manager.
 - Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.

- Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - Schedule automatic report generation and distribution to stakeholders.
 - Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
 - Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.
 - Data export functionality to ensure data portability and backup.
- (v) AWG, Cluster Reporting
- Ability to create performance indicators with fields for monthly and quarterly targets, comments, budgets, and assigned programme manager.
- Project Templates:
 - Predefined templates for various project types that include common tasks, milestones, and timelines.
 - Customizable templates to fit unique project needs.
 - Reporting:
 - Generate standard and custom reports on project status, progress, budget utilization, resource allocation, and other relevant metrics.
 - Export reports in various formats (e.g., PDF, Excel, CSV).
 - Schedule automatic report generation and distribution to stakeholders.
-
- Notifications and Alerts:
 - Automated notifications and alerts for task assignments, approaching deadlines, milestone completions, and project updates.
 - Configurable notification settings for email, SMS, and in-app alerts.
 - Data Import/Export:
 - Support for data import from various formats (e.g., CSV, Excel) to facilitate smooth data migration.
 - Data export functionality to ensure data portability and backup.
- (d) Non-Functional Requirements
- (i) Security
- User Authentication and Authorization: Secure user authentication and role-based access control to ensure data protection.
 - Data Encryption: Encrypt data in transit and at rest to maintain confidentiality and integrity.
 - Audit Trails: Maintain audit trails of all user activities for accountability and traceability.
- (ii) Performance:
- Scalability: The system should be scalable to handle an increasing number of projects, users, and data.
 - Availability: Ensure high availability with minimal downtime to support continuous project operations.
 - Performance Monitoring: Tools for monitoring system performance and addressing any issues promptly.
- (iii) Usability

- User-Friendly Interface: Intuitive and user-friendly interface to ensure ease of use and quick adoption.
- Customization: Customizable views and workflows to cater to different user needs and preferences.
- Training and Support: Provide training materials and ongoing support to ensure successful implementation and usage.

4.4 Specific Deliverables

I. Software Licensing

- The proposed solution will have the required number of licenses, both for internal and customer use for all channels. The license model should be scalable and easy to upgrade.

No.	MODULE	NUMBER OF USERS
1)	Leave Management	1200
2)	E-Submission	1200
3)	Contract Management	600
4)	Project Management	600
5)	Subsistence and Travel	1200
6)	Performance Information Reporting	120

II. User licences and management

- Training of users.
- On-boarding of users.
- Migration of the solution to the production environment.
- Operational Transition and change management.
- Enable operational support.

4.5 Specific Tasks and Activities

4.5.1 Project Management and Governance Services

- Manage the implementation of the project; and align to the business objectives and the realisation of the required business benefits.
- Establish project schedules and delivery milestones.
- Allocation and optimize use of resources.
- Manage the performance of the project to agreed or approved milestones, deliverables and timelines.
- Manage the risks and issues that arise during project execution.

4.6 Duration and Phasing

- The duration of the contract is 36 months.

4.7 Team Composition

4.7.1 Key Expert 1: Team Leader/ Lead Consultant:

- The Team Leader must have NQF Level 6 Diploma in information Technology or Computer Science

- The project leader must have 3-5 or more years' experience in software development or information systems development.
- 4.7.2 Key Expert 2: Project Manager**
- The Project Manager must have Prince 2 or Project Management Body of Knowledge (PMBOK) Certificate
 - The project leaders must have 2-3 or more years' experience in software development or information systems development
- 4.7.3 Key Expert 3: Change Manager:**
- The Change Manager must have NQF level 6 National Diploma in Information Technology or Computer Science
 - The project leaders must have 2-3 or more years' experience in software development or information systems development
- 4.7.4 Key Expert 4: Senior Software Developer**
- The Senior software developer must have NQF level 6 National Diploma in Information Technology or Computer Science
 - The project leaders must have 2-3 or more years' experience in software development or information systems development.
- 4.7.5 The Structure and Composition of the Team:**
- The structure and composition of the team, must clearly outline the main disciplines/ specialist of the project and the key personnel responsible for each speciality.
 - Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.
- 4.7.6 CV's of Key Personnel:**
- CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

5. ENTERPRISE EXPERIENCE AND CREDENTIALS

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

- The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. To validate experience indicated hereunder, bidders must provide 1 – 5 or more reference letters of similar projects indicating similar service rendered from previous clients.
- The reference letters should entails the information on the table below

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

6. REPORTING REQUIREMENTS

- The appointed Service Provider shall report to the Director: Information Technology Mr. Mdumiseni Buthelezi in the Department of Economic Development Tourism and Environmental Affairs who can be contacted on 082 746 7061 or 033 264 2732 or via email on mdumiseni.buthelezi@kznedtea.gov.za.

6.1 Expected Project Reports

- Status Report:** to provide updates on progress, milestones, issues, and next steps.
- Progress Report:** should focus on work completed, work in progress, and upcoming tasks.
- Risk Report:** should identify project risks, their impact, and mitigation strategies.
- Budget Report:** tracks financial performance, expenses, and forecasted costs.
- Resource Report:** details team workload, resource availability, and allocations.
- Executive Summary Report:** provide a high-level overview for senior management.
- Closure Report:** summarizes project achievements, lessons learned, and final outcomes.

6.2 Reporting Frequency

- Weekly Reports:** required for common ongoing updates.
- Monthly Reports:** should illustrate high-level performance tracking.
- Quarterly Reports:** strategic alignment and major progress review.
- Ad-hoc Reports:** as required for urgent issues or major updates.

7. BID REQUIREMENTS

7.1 Price Breakdown

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal.

Item No.	Description of Service	Price per Item
1	Base configuration and Enhancements	
2	Development and implementation services	
3	Customisation and integration	
4	Annual License fees	
5	End user training	
6	Change Management	
7	Hosting Services	
8	Support and Maintenance	
Total amount(excluding Vat		R
Vat (for Vat Vendor)		R
Grand Total		R

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

8. EVALUATION PROCESS

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

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Functionality Requirement	Price and Preference	Negotiation and, Final Award
Compliance with Mandatory Requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using the 80/20.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed
Authority to Sign a Bid: COMPANIES (To be completed in full)	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) (To be completed in full)	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>

<p>Authority to Sign a Bid: CLOSE CORPORATION</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CO-OPERATIVE</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: JOINT VENTURE</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CONSORTIUM</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: PARTNERSHIP</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>

8.2 Phase 2: Functionality requirements

- For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

8.2.1 Evaluation Criterion for Functionality

No	Evaluation Criteria	Guidelines	Maximum Points
1	Methodology, Strategy and Approach	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements. How does the bidder envisage undertaking this project? The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.	35
2	Experience of Company in execution & management of projects of a similar nature. Provide 1 – 5 or more reference letters	The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. At least 1 to 5 or more detailed references from clients detailing the actual work completed relating to similar projects. The reference letters must be in a company's letterhead and must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.	20
3	Key Experts Qualifications, Skills and Experience	Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required are: <ul style="list-style-type: none"> • Key Expert 1: Team Leader/ Lead Consultant: • Key Expert 2: Project Manager • Key Expert 3: Change Manager: • Key Expert 4: Senior Software Developer Provide CV detailing experience and copies of qualifications of all key experts required.	70
	Overall Score Total		125

8.2.2 Phase 3: Price and Preference

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

8.2.3 Points Awarded for Specific Goals

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be

allocated points based on the goals stated in the table below and may be supported by proof/ documentation stated in the same table.

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

Specific goals	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Africans	5	Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Women	5	Completed SBD 6.1, Completed ownership demographic form and CIPC certificate
Youth	5	Completed SBD 6.1, Completed ownership demographic form, CIPC Certificate, and Copy of Identity document
Geographical Location (KZN based)	5	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate
Total Points for development Objectives	20	

- Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

8.2.4 Phase 4 Final Award, Negotiation

- The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

ANNEXURE B: EVALUATION GRID

To be completed for tender by each evaluator

Criterion	Maximum Points	Portfolio of Evidence	Initial assessment
Methodology, Strategy and Approach	(35)		
Methodology, Strategy and Approach			
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project. The proposal The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements. How does the bidder envisage undertaking this project? The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same. should clearly define:	35 points	Detailed Methodology/Project Plan	
Methodology with some indication on how the proposed method will meet the requirements of the project.	21 points		
Methodology- does not show how their proposal will meet the requirements of the project	0		
Experience of company in execution and management of projects of a similar nature	(20)		
5+ reference letters	20 points		
3-4 reference letters	16 points		
1-2 reference letters	12 points		
Non-submission	0	Reference letters from previous clients. Relevant Letters must be on official letterhead of the clients.	
Project Team skills and experience	(70)		
Key Expert 1: Team Leader/Lead Consultant Qualification and experience	(40)		
Qualification (20)			
NQF level 6 National Diploma in Information Technology or Computer Science	20 points	Academic Certificate/s	
No Qualification	0		
Relevant Experience (20)			
5+ Years' Experience in Software Development or Information Systems Development	20 points		
Between 3 - 4 Years' Experience	12 points	Detailed CV	
Less than 3 Years' Experience	0		

Key Expert 2: Project Manager Qualification and experience	(10)		
Qualification (5)			
Prince 2 or Project Management Body Knowledge (PMBOK) Certificate	5 points	Academic Certificate/s	
No Certificate	0		
Relevant Experience (5)			
3+ Years' Experience	5 points	Detailed CV	
2 Years' Experience	3 points		
Less than 2-year Experience	0		
Key Expert 3: Change Manager Qualification and experience	(10)		
Qualification (5)			
NQF level 6 National Diploma in Information Technology or Computer Science	5 points	Academic Certificate/s	
No Certificate	0		
Relevant Experience (5)			
3+ Years' experience	5 points	Detailed CV	
2 Years' Experience	3 points		
Less than 2-year experience	0		
Key Expert 4: Senior Software Developer Qualification and experience	(10)		
Qualification (5)			
NQF level 6 National Diploma in Information Technology or Computer Science	5 points	Academic Certificate/s	
No Certificate	0		
Relevant Experience (5)			
3+ Years' experience	5 points	Detailed CV	
2 Years' Experience	3 points		
Less than 2-year Experience	0		
Total Evaluation Score	125		
Minimum passing score	60%		

STRENGTHS	
WEAKNESSES	

Evaluation performed by:

Name	
Signature	
Date	

ANNEXURE C: CV FORMAT

CURRICULUM VITAE max 3 pages

Proposed role in the project:

35 Family name:

36 First names:

37 Date of birth:

38 Nationality:

39 Civil status:

40 Education:

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

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

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. Membership of professional bodies: -

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

10 Present position:

11 Years within the firm:

12 Key qualifications: (Relevant to the project)

13. Professional Experience

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

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

ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability

Tender ref: _____

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

From	To

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

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

Name	
Signature	
Date	