

Trade and Investment KwaZulu Natal to identify and appoint a suitable qualified service provider to develop and implement a revenue generation model for the agency in line with the entity's act and Public Finance Management Act (PMFA).

**REFERENCE NUMBER: 3410/2024/03**

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## **1. INTRODUCTION**

Trade & Investment KwaZulu-Natal (TIKZN) is a provincial trade and investment promotion public entity mandated by the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) to promote the province as an investment destination and to promote trade by assisting KwaZulu-Natal (KZN) based companies to identify markets to export their products.

### **1.1 PROJECT BACKGROUND**

- 1.1.1. Trade and Investment KwaZulu Natal is established in terms of KwaZulu Natal Trade and Investment Agency Act 5 of 2010, to attract foreign and domestic investment and to generate exports and export capacity in the province.
- 1.1.2. The organization's primary purpose is to promote sector and industrial development in KwaZulu-Natal through trade, investment, and exports, thereby supporting long-term growth for the benefit of all citizens.
- 1.1.3. TIKZN is fully funded by KwaZulu-Natal's Department of Economic Development, Tourism, and Environmental Affairs as its shareholder.
- 1.1.4. Currently, Trade and Investment KwaZulu-Natal (TIKZN) does not have any revenue-generating streams, and whilst there is an approved revenue production strategy to support the entity's financial operational requirements, the entity lacks the technical expertise to be able to effectively implement this.
- 1.1.5. Based on the entity's current revenue income, which consists primarily of grants from KwaZulu-Natal Economic Development, Tourism, and Environmental Affairs, it was determined that revenue is insufficient to cover some operational costs, and an alternative consideration process must be implemented to source additional revenue.
- 1.1.6. Trade and Investment KwaZulu-Natal (TIKZN) seeks to appoint a competent service to implement the approved revenue generation strategy, and set up a roadmap to action this one, in light of the key deliverables of the strategy.
- 1.1.7. The designated service provider will help the agency in identifying revenue-generating techniques within the scope of the PFMA.

### **1.2. VISION**

To be the leader in developing and promoting export trade in KwaZulu-Natal and to position the province as a premier destination for investment.

### **1.3. MANDATE OF THE ORGANIZATION**

In line with its vision, TIKZN's mandate is to:

- a) Promote and market KwaZulu-Natal as an investment location.
- b) Facilitate trade by aiding local businesses in accessing foreign markets.
- c) Identify, grow, and package investment possibilities in KwaZulu-Natal.
- d) Provide competent assistance to clients.
- e) Maintain and increase trade and export activities.
- f) Connect opportunities with the development needs of the KwaZulu-Natal community

### **1.4. PROJECT PURPOSE**

The purpose of this Request for Proposal (RFP) is to identify and appoint a suitable qualified service provider to develop and implement a revenue generation model for the agency in line with the entity's act and Public Finance Management Act (PFMA).

## **2. SERVICE PROVIDER'S TERMS OF REFERENCE**

TIKZN intends to enter into a formal Service Level Agreement with the successful Service Provider to provide the services described hereunder. The Terms of Reference (TOR) would guide the selection and appointment of qualified service providers by ensuring a match between TIKZN's requirements and the knowledge and experience of the appointed service providers.

## **3. PROPOSAL REQUIREMENTS**

### **3.1.1. GENERAL SCOPE OF WORK**

- 3.1.1.1. Identify eligible and innovative funding and financing solutions aligned to the strategy deliverables. This includes the identification of possible revenue streams, available grants, donors, and partnerships.
- 3.1.1.2. Identify potential funders and donors nationally and internationally including public and private sector donors and the grant funding market.
- 3.1.1.3. The appointed service provider should conduct background checks on potential investors, funders, and donor agencies to safeguard TIKZN's reputation.
- 3.1.1.4. Review and develop a comprehensive revenue generation strategy for Trade and Investment in KwaZulu Natal. This policy should include guidelines for measuring and reporting on fundraising performance.
- 3.1.1.5. The service provider will be expected to present the reviewed revenue generation strategy and policy to TIKZN's executive management committee and Board for approval. Outline current company processes that fit with revenue optimization and compare industry best practices.
- 3.1.1.6. Develop a detailed project implementation plan with well-defined objectives and approach with realistic goals and timelines (Realistic amounts raised from each option identified and associated timeframes).
- 3.1.1.7. Facilitate funding-related engagements between TIKZN and potential funders and donors.
- 3.1.1.8. The service provider will be expected to provide ongoing support to implement the plan including training and coaching TIKZN's personnel.
- 3.1.1.9. Provide quarterly and annual reports on work activities against set objectives.
- 3.1.1.10. Liaise with provincial and national treasury.
- 3.1.1.11. Lead and participate in funders reporting obligations.

### **3.1.2. EXPECTED DELIVERABLES**

The appointed service provider is expected to deliver the following:

- Comprehensive reviewed revenue generation strategy, policy and implementation plan.
- Relevant donor/funder database: a list of national and international organisations, and government agencies that may have an interest in supporting TIKZN's mission together with the best possible match between TIKZN's scope and the donors/funders.
- Partnership agreements and MOUs with entities that have an interest in engaging with TIKZN.
- Frameworks for project proposals/grant applications for specific sources of funding for future engagement.

### **4. PROJECT TIMELINES**

The project timelines are as follows:

- Project conceptualization includes review of the revenue strategy and implementation plan (4 months).
- Implementation of strategy including training and coaching, reporting, etc. (remainder of contract).

### **5. DURATION**

The engagement with the service provider will be over a 36-month period after which it can be reviewed for extension or termination.

### **6. DOCUMENTS TO BE SUPPLIED**

The following documents will be supplied to the appointed service provider:

- TIKZN Annual reports (3 financial years)
- TIKZN's founding act and related legislative frameworks
- TIKZN Strategy documents
- Board Approved Revenue Generating Strategy
- Any other documents deemed relevant for the exercise.

### **7. STRUCTURE OF THE PROPOSAL**

The bid must be structured in the following sequence when submitted. Each section/heading must be clearly marked for ease of reference.

The headings required are:

#### **7.1. Bidder's Proposal on Approach and Methodology**

- a) Provide an executive summary that describes the services that will be provided and how the Bidder will address the needs, objectives, and requirements outlined in the Scope of Services.
- b) This response should include a detailed description of the approach or plan to be used. The detailed plan shall focus on the methodology used for the management and execution of the required services. The plan should demonstrate an overall understanding of the Scope of Work to be performed and will be judged on clarity, comprehensiveness, and presentation of materials in a thorough, concise format.
- c) Demonstrate understanding of the proposed TIKZN activities and programmes and beneficiary communities; and an ability to interpret this understanding and knowledge into effective fundraising communications.
- d) Demonstrate knowledge of the national and international donor and grant market.
- e) Demonstrate knowledge and understanding of the key stakeholders in the market in

South Africa, the Legislative framework, and applicable legislation.

- f) Provide a description of the policies and procedures that validate that a high level of confidentiality is maintained and will comply with the TIKZN requirement to protect the privacy of its donors.
- g) The purpose of the funding must always align with TIKZN's mandate and strategic objectives. All activities supported by the secured funds should contribute to the core mission of TIKZN, including trade and investment promotion, economic development, and capacity building. The service provider should ensure that all funding activities are in line with TIKZN's long-term vision and objectives.
- h) The successful service provider must guarantee a diversified portfolio of funding entities per annum to minimize risk and enhance sustainability. This approach will ensure that reliance is not placed on a limited number of funders, thereby distributing risk and enhancing the potential for continued and consistent financial support over the long term.
- i) The successful service provider must also address the administrative burdens associated with reporting, including detailed reports on man-hours spent and the capacity-building efforts undertaken. This should include a clear breakdown of time allocation, ensuring transparency in how resources are being utilized. Adequate capacity-building support should be provided as part of the service to enhance TIKZN's internal skills and competencies over the course of the contract.

#### **7.2. Bidder's Experience and References**

- a) Description of experience and success in raising different sources of funding including grant funding, donations, equity and loan capital, and any other funds for infrastructure development.
- b) Provide a schedule of past and current successful similar fundraising services total amount of funds raised. Experience in raising funds from international donors and grants will be an added advantage.
- c) Provide client reference letters (similar to previous work done) that demonstrate experience in providing services similar to the scope required by this RFP. References shall include date and description of service, terms of agreement, organization's name, contact person, title, address and telephone number.
- d) Provide samples of fundraising material, including the fundraising plan and sample progress reports.

#### **7.3. Bidders Resources**

- a) Provide a list of consulting staff who will be assigned to support TIKZN in aspects relating to this project. For each individual include previous experience and percentage of time expected to be devoted to this project and in what roles.
- b) Bidders will be evaluated on the demonstratable capacity to raise funds. Bidders are required to provide a list of resources, and a staffing plan with CVs highlighting the expertise of the personnel to be assigned to the project. The staff should individually have demonstrated experience in raising funds for similar projects.

#### **7.4. Bid validity**

The proposal/ bid should be valid for a period of 90 days.

**8. PRICING PROPOSAL**

- a) Provide the commission proposal commensurate with proposed services, based on a success fee basis, considering the 1-6% industry norm. Please complete the table below:

Period	Secured funding	Percentage (%)
1-36 Months	R35 Million – R79 Million	
	R80 Million – R99 Million	
	R100 Million or More	

**9. SUBMISSION FORMAT**

One (1) signed original Bid document and One (1) signed electronic copy on a USB or CD (PDF protected with a code).

**10. EVALUATION CRITERIA**

- a) Standard BID Documents
- b) Fully Completed SBD 1, SBD 3.1, SBD 4, SBD 6.1,Q forms.

NB: If there are any materials omission on the state SBDs, bidders will be afforded a minimum of 2 days to respond to the omission.

- c) All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and must attach a copy of the most recent report.

The bids will be evaluated in 3 phases, phase 1 is the SCM Compliance, phase 2 will be the technical evaluation, and phase 3 will be the pricing evaluation.

**11. PRICING**

- a) The appointment will be based on a risk basis (A commission percentage will be paid on the funds raised please see 8).

**NB: TIKZN may appoint more than one service provider for this bid.**

**12. FEE STRUCTURE**

- a) Trade & Investment KwaZulu-Natal reserves the right to negotiate any aspect of the proposed fees and disbursements with the preferred Service Provider.

**13. PREFERENCE POINTS**

The preference points awarded for this bid shall be for:

- a) Price and specific goals allocation.
- b) The maximum 100 points which includes the Price, and the specific goals targeted.



**14. THE AWARDING OF POINTS**

For the 80/20 preference point systems, the awarding of points will be done for Price, Functionality and specific goals.

**15. POINTS AWARDED FOR PRICE**

For the 80/20 or the 90/10 preference point systems, a maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

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

- P<sub>s</sub>* = Points scored for comparative price of bid under consideration
- P<sub>t</sub>* = Comparative price of bid under consideration
- P<sub>min</sub>* = Comparative price of lowest acceptable bid

**16. THE AWARDING OF POINTS**

The awarding of points will be done for Price and Functionality and specific goals.

**17. FUNCTIONALITY CRITERIA SCORE SHEET FUNDRAISING FRAMEWORK DEVELOPMENT SERVICES**

The evaluation of the functional/ technical details of the proposal will be based on the following criteria:

Criteria	Points	Total
<b>Bidder’s experience</b>	<b>25</b>	
Bidders will be evaluated on their experience in fundraising from a variety of sources including grant & donor fundraising: a) The Bidder has completed more than 3 relevant and similar projects as per the scope – <b>25 Points</b> b) The Bidder has completed 2-3 relevant and similar projects as per the scope – <b>20 Points</b> c) The Bidder has completed 1 relevant and similar project as per the scope – <b>15 Points</b> d) The Bidder has completed 0 relevant and similar projects as per the scope – <b>0 Points</b>  Traceable references must be provided. Including client contact details for additional projects. Each appointment or purchase order must be submitted with a reference letter as proof of projects completed.		
<b>THE VALUE OF FUNDING RAISED</b>	<b>25</b>	
Bidders will be evaluated on the evidence of funding raised: a. The Bidder provided detailed evidence (more than R100 million) of funding raised – <b>25 Points</b> b. Limited (R50-R100 million) funding raised- <b>10 points</b>	25	

<p>c. Limited (less than R50 million) funding raised-<b>5 points.</b></p> <p>d. No evidence of funding raised was submitted – <b>0 Points.</b></p> <p>Traceable references must be provided. Including client contact details for additional projects. Each appointment or purchase order must be submitted with a reference letter as proof of projects completed.</p>	<p>10</p> <p>5</p> <p>0</p>	
<p><b>TEAM CAPACITY</b></p>	<p><b>30</b></p>	
<p>Bidders will be evaluated on the experience of their proposed personnel:</p> <p>a. The staffing schedule comprises a team who have completed 5 or more fundraising campaigns from a variety of sources.</p> <p>b. The staffing schedule comprises a team who have completed 2 – 4 fundraising campaigns from a variety of sources.</p> <p>c. The staffing schedule comprises a team who have completed 1 fundraising campaign from a variety of sources.</p> <p>d. No relevant experience in developing funding strategies and plans and leading a fundraising campaign to raise funds</p>	<p>30</p> <p>20</p> <p>10</p> <p>0</p>	
<p><b>BIDDER'S PROPOSAL</b></p>	<p><b>20</b></p>	
<p>Bidders will be evaluated on their demonstrable understanding of the assignment and their proposed methodology for developing the:</p> <ul style="list-style-type: none"> <li>• Funding Strategy and Fundraising Action Plan</li> <li>• Stakeholder identification and engagement</li> </ul> <p><b>a. Comprehensive</b></p> <ul style="list-style-type: none"> <li>• The approach is innovative and likely to result in feasible and cost-efficient funding. The methodology has specific methods of the identification of innovative funding sources and mobilizing finance from various sources (<b>maximum 5 points</b>).</li> <li>• The bidder has provided samples of the possible national and international donor grant market and key stakeholders and provided samples of fundraising material, including a sample of a fundraising plan and progress reports; (<b>maximum 5 points</b>).</li> <li>• The approach has demonstrated an understanding of the proposed activities and programmes and beneficiary communities; and an ability to interpret this understanding and knowledge into effective fundraising communication; (<b>maximum 5 points</b>).</li> </ul>	<p>20</p>	

<ul style="list-style-type: none"> <li>• Clear timelines required information and deliverables have been highlighted. The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and the sequencing and timing of activities are very well defined, indicating that the bidder has optimized the use of resources. The work plan permits flexibility to accommodate contingencies. <b>(maximum 5 Points)</b></li> </ul>		
<p><b>b. Acceptable</b></p> <ul style="list-style-type: none"> <li>• The approach is specifically tailored to suit the requirements and will meet the needs of the assignment; <b>(maximum 5 Points)</b>.</li> <li>• The approach has demonstrated an understanding of the proposed TIKZN activities and programmes and beneficiary communities; and an ability to interpret understanding and knowledge into effective fundraising communications; <b>(maximum 5 Points)</b></li> <li>• The work plan and timeframes meet the requirements of the assignment; the sequencing of the activities indicates the bidder understands the requirements. The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and their timing and sequencing are appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan. <b>(maximum 5 points)</b></li> </ul>	15	
<p><b>c) Generic</b></p> <ul style="list-style-type: none"> <li>• The approach is generic <b>(maximum 2 points)</b></li> <li>• The activity schedule meets the requirements of the assignment; <b>(maximum 3 points)</b></li> <li>• The bidder has provided a description of the policies and procedures that validate that a high level of confidentiality is maintained and will comply with the TIKZN requirements to protect the privacy of its donors; <b>(maximum 5 points)</b></li> </ul>	10	
<p><b>d). Non-submission or proposal does not address the scope of the assignment.</b></p>	0	
<b>TOTAL</b>	<b>100</b>	

A minimum of 65 points is required in the technical evaluation prior to moving to pricing.

## 18. SPECIFIC GOALS

In terms of Regulation 4(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender/bid. For the purposes of this tender/bid the tenderer /bidder 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/bid.

Specific goals as contemplated in section 2(1)(d) of the Act, which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, and disability including the implementation of Programmes of the Reconstruction & Development Programme as published in the Government Gazette No16085 dated 23 November 1994; Preferential Procurement Regulations 2022, and the Codes of Good Practice through section 9 (6) of the B-BBEE Act.

## 19. SPECIFIC GOALS REQUESTED AND CLAIMED

Bidders who claim points in respect of specific goals requested must complete Annexure C: Preferential Points Claim Form for specific goals. (Points claimed must be in accordance with the requested specific goals and must be substantiated by means of the proof or verification requested in the table below:

Specific goal description	Points for each specific goal out of 20	Proof or verification documents required
Ownership: Race (Black or Indian or Coloured)	10	RSA Identification Document (ID), CSD Report, BBBEE Certificate/Affidavit
Ownership: Gender – Female	5	RSA Identification Document (ID), CSD Report, BBBEE Certificate/Affidavit
Ownership: Disability	5	Medical Certificate from a registered practitioner.
Total out of (20)	.....20.....	

## 20. SPECIAL CONDITIONS

### 20.1. INSTRUCTION TO SERVICE PROVIDERS

The services required by Trade & Investment KwaZulu-Natal are described in these Terms of Reference and therefore all applicable annexures which are listed as mandatory must be comprehensively covered in your proposal.

### 20.2. OWNERSHIP OF RFP / RFQ AND PRESENTATIONS

Trade & Investment KwaZulu-Natal shall on receipt of any proposal relating to this RFP / RFQ and submitted in accordance with this RFP / RFQ procedure, become the owner thereof and Trade & Investment KwaZulu-Natal shall not be obliged to return any proposals to Service Providers who request such a return.

### **20.3. CONFIDENTIALITY**

The entire process of calling for proposals as initiated by Trade & Investment KwaZulu-Natal in terms of its procurement policy is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the evaluation, bid adjudication and procurement committees are bound by confidentiality.

### **20.4. ETHICS**

Any attempt by a Service Provider to obtain confidential information or enter into unlawful agreements with competitors or influence the Evaluation and / or the bid adjudication and / or Procurement Committee of Trade & Investment KwaZulu-Natal during the process of examining, evaluating and comparing proposals will lead to the rejection of its proposal in its entirety. The Service Provider must declare any business or other interests it has with Trade & Investment KwaZulu-Natal or any employee of Trade & Investment KwaZulu-Natal, failing which the Service Provider shall be automatically disqualified from further participation in the RFP / RFQ.

### **20.5. CANCELLATION OF BID PROCEDURE**

Trade & Investment KwaZulu-Natal shall be entitled, within its sole and entire discretion, to cancel this RFP / RFQ at any time and shall notify the Service Providers accordingly. Trade & Investment KwaZulu-Natal shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this RFP / RFQ procedure. The publication of an invitation to call for proposals does not commit Trade & Investment KwaZulu-Natal to appoint any of the qualifying Service Providers.

### **20.6. SERVICE LEVEL AGREEMENT**

The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between Trade & Investment KwaZulu-Natal and the Successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between Trade & Investment KwaZulu-Natal and the Successful Service Provider. Until such a time that an appropriate service level agreement has been concluded between Trade & Investment KwaZulu-Natal and successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this call for proposals.

### **20.7. REQUIRED EXPERTISE AND COMPETENCIES**

The Service Providers' proposal must outline the expertise and competencies on offer and should expressly detail their experience in fundraising from a variety of sources including grant & donor fundraising. To achieve the scope of work, the service provider/s appointed to undertake this project should demonstrate the following key competencies:

- a) Demonstrable understanding of the assignment and their proposed methodology for developing the:
  - Funding Strategy and Fundraising Action Plan
  - Stakeholder identification and engagement
- b) Experience of their proposed personnel
- c) The evidence of funding raised.

## 20.8. SUPPORTING DOCUMENTATION

Service Providers are required to submit the following documents:

20.8.1. VERIFIABLE REFERENCES.

20.8.2. Part A: INVITATION TO BID DOCUMENTATION FORM.

20.8.3. Part B: INVITATION TO BID DOCUMENTATION FORM.

20.8.4. Section A: SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID.

20.8.5. Section B: CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT.

20.8.6. Section C: REGISTRATION ON CENTRAL SUPPLIERS DATABASE.

20.8.7. Section D: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE.

20.8.8. Section E: PRICING SCHEDULE (SBD 3.3)

20.8.9. Section G: DECLARATION (SBD 4)

20.8.10. Section H: PREFERENCE POINTS CLAIM FORM (SBD 6.1)

20.8.11. Section J: GENERAL CONDITIONS OF CONTRACT

20.8.12. Section K: AUTHORITY TO SIGN THE BID

20.8.13. Section L: POPIA CONSENT FORM

## 21. SUBMISSION OF PROPOSALS

**The sealed envelopes must be placed in the tender box at the Reception of the Trade and Investment House, 1 Arundel Close, Kingsmead Office Park, and Durban by no later than 12:00pm on 28 November 2024.** Any proposal not in the tender box at the time of the proposal closing, such proposal will be regarded as a late proposal. The late proposal will not be considered. No proposal received by telegram, telex, e-mail, facsimile, or similar medium will be considered. Bids may be addressed to the following:

The Procurement Officer  
Trade and Investment House  
1 Arundel Close  
Kingsmead Office Park  
Durban,  
4000  
South Africa

**PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (TRADE & INVESTMENT KWAZULU-NATAL)					
<b>BID NUMBER:</b>	3410/2024/03	<b>CLOSING DATE:</b>	28 November 2024	<b>CLOSING TIME:</b>	12h00
<b>DESCRIPTION</b>	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROPOSAL FOR FUNDRAISING ACTIVITIES FOR REVENUE GENERATION AND IMPLEMENTATION PLAN FOR TRADE AND INVESTMENT KWAZULU NATAL FOR A PERIOD OF THREE YEARS				
Trade and Investment House,1 Arundel Close, Kingsmead Office Park, Durban, 4000, South Africa					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
<b>CONTACT PERSON</b>	Matthew Canham		<b>CONTACT PERSON</b>	Menzi Dlamini	
<b>TELEPHONE NUMBER</b>	031-368 9607		<b>TELEPHONE NUMBER</b>	031 368 9618	
<b>FACSIMILE NUMBER</b>	-		<b>FACSIMILE NUMBER</b>	-	
<b>E-MAIL ADDRESS</b>	<a href="mailto:matthew@tikzn.co.za">matthew@tikzn.co.za</a>		<b>E-MAIL ADDRESS</b>	<a href="mailto:Menzi@tikzn.co.za">Menzi@tikzn.co.za</a>	
SUPPLIER INFORMATION					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	CODE		NUMBER		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	CODE		NUMBER		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>SPECIFIC GOALS AS CLAIMED ON SBD 6.1</b>	Ownership: Race (Black or Indian or Coloured)				[TICK APPLICABLE BOX IF VERIFICATION INFORMATION HAS BEEN PROVIDED] <input type="checkbox"/> Yes <input type="checkbox"/> No
	Ownership: Gender – Female				<input type="checkbox"/> Yes <input type="checkbox"/> No
	Ownership: Disability				<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A CLAIM MADE FOR THE SPECIFIC GOALS MUST BE IN LINE WITH THE REQUIRED SPECIFIC GOALS AND AS PER THE POINTS FOR EACH GOAL AS REQUIRED IN SBD 6.1]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

**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
<b>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.</b>	

**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, 2022, 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 A - 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 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice 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 initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

## 22. CONDITIONS OF BID

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

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**SECTION B - CERTIFICATION OF THE CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

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

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

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

**CAPACITY OF SIGNATORY** .....

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

.....

**POSTAL ADDRESS** .....

.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**SECTION C - REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

- a) In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
- b) If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
- c) 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;
  - de-register the supplier from the Database,
  - cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
- d) **The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

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

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

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

---

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

**3 DECLARATION**

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

## 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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20 or 90/10**

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	20	
Ownership: Race (Black or Indian or Coloured): 10 points  Proof of claim: RSA Identity document of the owners /CSD report/BBBEE Certificate/Affidavit.	10	

Ownership: Gender: Female: 5 points  Proof of claim: RSA Identity document of the owners /CSD report/BBBEE Certificate/Affidavit	5	
Ownership: Disability Medical certificate	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**(Professional Services)**

Name of bidder.....  Closing Time <b>12:00</b>	Bid number: <b>3410/2024/03</b>  Closing date: <b>28 November 2024</b>
--	--

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)
01	REVENUE GENERATION AND IMPLEMENTATION PLAN FOR TRADE AND INVESTMENT KWAZULU	

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

R.....

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

.....  
 days  
 .....  
 days  
 .....  
 days  
 .....  
 days

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

5. 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
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

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

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 –

(Matthew Canham)

Tel: 031 368

Or for technical information –

(Menzi Dlamini)

Tel: 031 368 9618

## **23. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not



- restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 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](http://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:

- 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
- a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

- inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract,

including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

## **14. Spare parts**

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

distributed by the supplier:

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

## **15. Warranty**

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

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 contract 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 1998.

**SECTION K - AUTHORITY TO SIGN A BID**

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

(I) CLOSE CORPORATIO N	(II) COMPANIE S	(III) SOLE PROPRORIETO R	(IV) PARTNERSHI P	(V) CO- OPERATIV E	(VI) JOINT VENTURE/ CONSORTIUM	
					Incorporated	
					Unincorporate d	

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

.....  
.....

hereby authorise Mr/Mrs/Ms

.....

acting in the capacity of

.....

whose signature is

.....

.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

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

**SECTION L - Consent to Process Personal Information**

**(MANDATORY FOR ALL INTERACTIONS WITH TIKZN)**

I, the undersigned \_\_\_\_\_

(Full Name and Surname)

(Hereinafter be referred to as the "Data Subject")

ID number \_\_\_\_\_

(If not available, date of birth & passport number)

Address \_\_\_\_\_

\_\_\_\_\_ hereby give my consent to Trade & Investment KwaZulu-Natal (TIKZN), who is a Responsible Party<sup>3</sup> to process<sup>4</sup> my Personal Information for the following purposes:

- Providing me with advice, products and services that suit my needs as requested
- To conduct Central Supplier Database ("CSD") reference searches
- To process my applications and requests
- To notify me of new services, opportunities that may be of interest to me
- To confirm, verify and update my details
- To comply with any legal and regulatory requirements
- To conduct qualification verifications, credit checks, reference checks, criminal record checks, psychometric assessment and/or reporting to regulating authorities.
- Add further details of purposes:

\_\_\_\_\_ I furthermore authorise TIKZN to verify my identity and any information I have provided. This personal information will not be shared with any third parties without my specific approval and will not be sold, distributed or leased to third parties unless my permission has been granted or required by law to do so.

I furthermore unconditionally indemnify TIKZN against any liability which results or may result from furnishing information in this regard.

TIKZN will not be liable for any damages of any kind arising from my use of their services, including but not limited to direct, indirect, incidental, punitive and/or consequential damages.

Signed at \_\_\_\_\_ on this \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
(Place) (Day) (Month)(Year) (Signature of Applicant)

<sup>3</sup> "responsible party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information;

<sup>4</sup> "processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:

(a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;