



NKOMAZI SEZ

TREASURE OF OPPORTUNITIES

BID/TENDER

**APPOINTMENT OF A PANEL OF QUALIFIED AND EXPERIENCED
LAW FIRMS TO PROVIDE PROFESSIONAL LEGAL SERVICES TO
THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A
PERIOD OF THREE (3) YEARS**

BID NO: NSEZ/2026/06

NAME OF BIDDER:	
CSD REG NO.:	
TEL NUMBER :	
AMOUNT:	 (Vat Incl)

Prepared for:
Nkomazi SEZ SOC Ltd

Technical enquiries:
Adv. MB Shabangu
bshabangu@nkomazisez.gov.za

MEGA Head Office
Supply Chain Management Unit
02 Eastern Blvd
Riverside Mall,
1200

SCM enquiries:
Ms. BN Mahlalela
bmahlalela@nkomazisez.gov.za

CLOSING DATE: 11 SEPTEMBER 2026 @12h00

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APPOINTMENT OF A PANEL OF QUALIFIED AND EXPERIENCED LAW FIRMS TO PROVIDE PROFESSIONAL LEGAL SERVICES
TO THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS

PART A–SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)				
BID NUMBER:	NSEZ/2026/06	CLOSING DATE:	11 SEPTEMBER 2026	CLOSING TIME: 12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF QUALIFIED AND EXPERIENCED LAW FIRMS TO PROVIDE PROFESSIONAL LEGAL SERVICES TO THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT MEGA HEAD OFFICE, 02 EASTERN BOULEVARD, RIVERSIDE, MBOMBELA ,1200				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. BN Mahlalela		CONTACT PERSON	Mr. MB Shabangu
TELEPHONE NUMBER	084 425 8144		TELEPHONE NUMBER	072 361 1986
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	bmahlalela@nkomazisez.gov.za		E-MAIL ADDRESS	bshabangu@nkomazisez.gov.za
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE

ANNEXURE A: RETURNABLE DOCUMENTS CHECKLIST

Bidders must complete and submit all required returnable documents. Failure to submit mandatory documents may result in disqualification.

A.1 Mandatory Returnable Documents

No.	Document Required	Submitted (Yes/No)	Page Reference
1	Valid Tax Compliance Status (Tax Clearance Certificate or PIN)		
2	Central Supplier Database (CSD) Registration Report		
3	Company Registration Documents (CIPC)		
4	Fully Completed SBD 1, SBD 4, and SBD 6.1		
5	Valid Registration of the Law Firm with the Legal Practice Council (LPC)		
6	Valid Fidelity Fund Certificate		
7	Admission Certificate of the Lead Legal Practitioner issued by the High Court		
8	Valid Certificate of Good Standing for the Lead Legal Practitioner from the LPC		
9	Signed Bid Document (all pages initialled where required)		

A.2 Compulsory Administrative Returnable

No.	Document Required	Submitted (Yes/No)	Page Reference
1	Company Profile		
2	Detailed Litigation Strategy, Methodology & Pro-active Risk Controls		
3	Communication Plan & Reporting Strategy		
4	CV of Lead Legal Practitioner and Key Personnel		
5	Certified Qualifications of Key Personnel		
6	Contactable References (Minimum 3 Reference Letters)		
7	Organogram of Proposed Legal Team		
8	Potential Conflict of Interest Policy (Sample Contract Clause & Chinese Wall Policy)		

A.3 Declaration by Bidder

I/We hereby confirm that all information provided in this bid is true and correct, and that all required documents have been duly attached.

- Name of Bidder: _____
- Authorised Signatory: _____
- Signature: _____
- Date: _____

SECTION 1: INVITATION TO BID

1. INTRODUCTION

The Nkomazi Special Economic Zone (NSEZ) is a state-owned entity established to promote inclusive economic growth, industrial development, and investment within the Nkomazi region and the broader Mpumalanga Province.

NSEZ's mandate includes, inter alia:

- Promoting industrialisation through the development of sector-focused economic zones and related infrastructure;
- Attracting domestic and foreign direct investment through targeted investment promotion initiatives;
- Facilitating trade and enhancing export competitiveness through an enabling business environment;
- Developing, managing, and maintaining world-class infrastructure and industrial facilities;
- Contributing to job creation, skills development, and economic transformation.

In executing this mandate, NSEZ is committed to sound governance, compliance with applicable legislation, and the efficient and effective use of public resources to support sustainable economic development.

2. BACKGROUND

The Nkomazi Special Economic Zone (NSEZ) is an economic growth and development institution established in terms of the Special Economic Zones Act 16 of 2014. The main object of a Special Economic Zone is to promote economic growth and export by using support measures in order to attract targeted foreign and domestic investments and technology into the SEZ.

The NSEZ is strategically located along the Maputo Development Corridor and serves as a **multi-sector industrial hub** (Agro-processing, logistics, manufacturing, energy). It is expected to drive regional economic integration, support industrial expansion and create jobs. The key users of the Zone are Agro-processing industries, Logistics and transport hubs, manufacturing, energy and workforce settlements.

As the licensed authority and an employer, it is expected that the NSEZ will be regularly involved in matters requiring various legal interventions ranging from legal advisory services, opinions, litigations either instituted by itself, or against it by third parties or employees. It is thus necessary to have a panel of attorneys to provide legal assistance/ services to the Authority with various degrees of specialty and experience in the legal field.

3. PURPOSE OF THE BID

The purpose of this bid is to appoint a Panel of Law Firms (with a maximum of 10 firms) to Provide Professional Legal Services to the NSEZ for a period of three (3) Years

Once the Panel is established, individual tasks, instructions, and projects will be allocated to the empaneled firms through targeted closed Requests for Quotations (RFQs). This invitation does not constitute a public financial commitment by NSEZ at this stage.

4. OBJECTIVE OF THE ASSIGNMENT

The objective is to pre-qualify professional, risk-based legal firms to a closed panel that will enhance:

- Governance, institutional accountability, and statutory compliance.
- Strategic litigation risk management and mitigation controls.
- Proactive identification of regulatory shortcomings or institutional inadequacies.
- Successful execution of the entity's mandate without fear, favour, or prejudice.

5. SCOPE OF WORK

The successful bidders will be required to provide legal services to the Authority, which will include, representing the Authority in litigation matters, advising the Authority on regulatory matters (incl. the applicable regulatory instruments), representing the Authority in public hearings or inquiries and providing general legal support for a period of three (3) years in any of the following legal categories ("Focus Areas"):

- (a) Labour Law;
- (b) Commercial law;
- (c) Legislative Drafting;
- (d) Administrative law;
- (e) Competition Law;
- (f) Environmental Law;
- (g) Corporate Governance;
- (h) Constitutional Law; and
- (i) any other matter having an impact on the Authority's ability to execute its mandate in terms of the Special Economic Zones Act 16 of 2014 and other related legislations.

The bidder(s) will be expected to provide services relating to the above Focus Areas and submit the following to the NSEZ:

5.1.1 Litigation strategy or methodology

The bidder(s) must provide and demonstrate how they will prepare a litigation strategy or what methodology it may use in order to assist the NSEZ in dealing with or handling its litigation matters in a cost-effective, pragmatic and efficient manner. How it will support the NSEZ to ensure compliance with legislation when executing its functions and act in the best interests of the public and its mandate. Above all, the bidder will be expected to demonstrate how it will support the NSEZ to act without fear, favour or prejudice in its dealings with internal and external stakeholders on legal matters. Further to that, the NSEZ has an obligation to defend itself in review proceedings and advance its position particularly in instances where it has complied with and/or followed the appropriate regulatory processes and/or acted in public interest.

5.1.2 Pro-active Measures/Analysis of short-comings and inadequacies

The bidder(s) are expected to provide proactive measures and detailed analysis of the NSEZ's potential or real shortcomings and inadequacies in:

- Dealing with and handling litigation; development of appropriate regulatory mechanisms and policies
- The NSEZ would like to see a profound improvement in terms of the success rate in its litigation matters and implementation of its legislated mandate. The bidders should not only identify the potential or real problem areas, but they will also be expected to make propositions as to how the Entity can improve its legislative and regulatory compliance, whilst also introducing efficiencies in the management of legal matters and thereby minimizing instances of regulatory non-compliance and litigations.

Significantly, bidder(s) must indicate what proactive measures they will put in place to assist the Entity to achieve its mandate as an operator and identify litigation and/or regulatory risks and mitigation controls.

5.1.3 Communication plan and reporting strategy:

- Bidders must provide a communication plan and reporting strategy that clearly spells out how often and how the successful bidders communicate and report on the progress made on matters handled on behalf of the Entity. Additionally, what proactive measures will be communicated and implemented to assist the Entity in achieving its objectives and/or mandate.
- Bidders must indicate how new developments in law, that may have an impact on the mandate of the Entity will be communicated.
- Lastly, bidders must indicate (provide at a minimum a sample contract clause and Chinese wall policy) how the bidder will handle any potential conflict of interest, when assisting the Entity.

6. PROJECT DURATION

The panel appointment will be for a period of three (3) years from the date of appointment, subject to annual performance reviews.

NSEZ reserves the right to extend the contract for a period not exceeding twelve (12) months, subject to operational requirements and compliance with applicable legislation.

7. BRIEFING SESSION

7.1. There will be no briefing session conducted.

8. EVALUATION PROCESS

Bids will be evaluated in three stages:

8.1 Stage 1: Mandatory Compliance (Pre-Qualification)

- Non-compliant → Disqualified

8.2 Stage 2: Functionality Evaluation (100 Points)

A minimum threshold of 70 points is required to proceed to Stage 3.

Criteria	Points
Company Experience in Legal Firms	20
Public Sector / PFMA Experience	20
Methodology, Approach & Audit Plan	20
Key Personnel Qualifications & Experience	25
Track Record & References	15
Total	100

Threshold:

- Below 70 → Disqualified

8.3 Stage 3: Preference Evaluation

Evaluation will be conducted in accordance with the Preferential Procurement Policy Framework Act (PPPFA) and the Preferential Procurement Regulations, 2022 (PPR 2022).

Scoring Methodology

- Specific Goals : 20 points

SPECIFIC GOALS

No.	Evaluation Criteria	Scoring Guideline (for BEC)	Points
1	Enterprise owned by Black people (at least 51%)		4
2	Enterprise owned by Women		4
3	Enterprise owned by Youth		4
4	Enterprise owned by Disabled (attach Proof)		4
5	Enterprise owned by SMME's		4

9. PRE-QUALIFICATION CRITERIA

9.1 The following evaluation approach will be applied

- **Phase 1** will be the evaluation of mandatory requirements.
- **Phase 2** will be evaluation on functionality wherein the law firms that meet the cut off mark of 60 points for functionality will be shortlisted to qualify for the third phase
- **Phase 3** will be evaluation on specific goals as per the PPR 2022.

9.2 Functionality Criteria

No.	Evaluation Criteria	Scoring Guideline	Maximum Points
1	Experience of the Firm (Company Registration documentation)	5 Points: 3–4 years' experience providing legal services. 10 Points: 5–6 years' experience providing legal services. 15 Points: More than 6 years' experience providing legal services to public sector institutions, SOEs or government departments. 20 Points: More than 10 years'	20

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		experience providing legal services to public sector institutions, SOEs or government departments (attach reference letters).	
2	Capacity and availability of resources	5 Points: 1 to 2 Legal professionals 10 Points: 3 to 4 Legal Professionals 15 Points: 5-6 Legal Professionals 20 Points: 6 and more Legal Professionals	20
3	Qualifications and Experience of Lead Legal Practitioner	10 Points: Admitted attorney/advocate with 5–7 years post-admission experience with a valid LPC certificate 15 Points: 8–10 years post-admission experience with a valid LPC certificate 20 Points: More than 10 years post-admission experience with a valid LPC certificate	20
4	Relevant Company Experience (Both Appointment Letters and Reference letters) • Labour Law, • Commercial Law • Contract Law • Administrative Law, • Litigation, • Corporate Governance, • Procurement/SCM, • Constitutional Law, • Legislative Drafting, • Environmental Law • SEZ legislation.	10 Points: One (1) reference letter from clients for similar legal services. 15 Points: Two (2) reference letters from clients for similar legal services. 20 Points: Three (3) or more reference letters from clients for similar legal services.	20

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5	Methodology and Approach	Limited understanding of the scope of work.	20
	Limited (10 Points)		
	Good (15 Points)	Good understanding with a clear methodology for providing legal advisory, litigation and contract drafting services	
	Comprehensive (20 Points)	Comprehensive methodology demonstrating understanding of legal advisory services, litigation support, contract management, turnaround times and reporting arrangements (Communication Plan & Pro-active measures)	
TOTAL FUNCTIONALITY POINTS			100

Minimum Qualifying Score

Requirement	Score
Minimum functionality score required to proceed to the next stage of evaluation	70/100

Note: Only bidders who obtain a minimum of 70 points will be considered for the second stage of evaluation , focusing on the specific goals as the PPR 2022

10. FUNCTIONALITY AND SPECIFIC GOALS

All bids that will achieve the minimum qualifying score on functionality will be evaluated further in terms of the preference point system as follows:

No	Category	Maximum points
A	Functionality	80
B	Specific Goals	20

11. BID VALIDITY PERIOD

This bid is valid for a period of 90 days

All Supply Chain Management enquiries must be directed to:
 Ms BN Mahlalela Nkomazi SEZ Supply Chain Management Unit: bmahlalela@nkomazisez.gov.za

12. CLOSING DATE AND TIME

Time: 12h00 pm South African Time (GMT +2.00)

Date: 11 September 2026

13. COMMUNICATION OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS

The result of this bid will be advertised in the Mpumalanga Tender Bulletin. Unsuccessful bidders to consider their bids as unsuccessful as per the advertised results on the Mpumalanga Tender Bulletin.

14. METHOD AND PLACE OF SUBMISSION

All the Bid documents together with the supporting documents must be submitted on a sealed envelope, marked with the Name of bidder, Bid number, Bid description, and closing date, and be deposited in the tender box as per the closing date and time per bid above. The address is as follows:

MEGA OFFICES

Supply Chain Management Unit (NSEZ)

Mega Riverside Office

02 Eastern Blvd

Riverside Mall,

1200

All bidders are requested to submit the documents in two [2] formats, namely, one [1] original hard copy and one [1] soft copy (memory stick).

SECTION 2: RESPONDENT INFORMATION

SECTION 2: RESPONDENT INFORMATION

To be completed by Respondent)

Respondent Information

1. Name of company: _____

2. Company registration number: _____

3. Address of company:

Postal Address:

Street Address:

Company's internet address: _____

4. Contact person:

Name:

Designation:

Telephone number:

Fax number:

5. Names of the directors of your company:

Name:

Designation:

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_____	_____
_____	_____
_____	_____
_____	_____

6. Total number of Employees:

7. Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflects the capability of:

Company name

Signature

Date

Name

This BID is signed in my capacity as:

SECTION 3: TERMS AND CONDITIONS

SECTION 3: TERMS AND CONDITIONS

(To be read very carefully by respondent)

Standard Conditions for Bids/Tenders

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The expressions defined below shall have the meaning hereby assigned to them unless inconsistent with the context of a particular proposal, agreement, contract, or order.

1.1.1 “Entity”: Nkomazi Special Economic Zone

1.1.2 “Closing date”: the date and hour specified in the document

2. INVITATION TO A BID/TENDER

2.1 Request for Proposal Preparation

All costs in the preparation, presentation, and demonstration will be on account of the interested parties. All supporting documentation and manuals submitted in response to this bid/tender(s) will become “company's” property unless otherwise stated by the interested parties at the time of submission.

2.2 Confidentiality

The information obtained through this bid/tender(s) will be regarded as confidential; however, NKOMAZI SEZ does not accept liability for any information that may become public.

2.4 Samples

Interested parties may, as part of their response, submit samples, brochures, or documentation of the products supplied by the interested parties. Samples, brochures (printed and digital) and documentation submitted will be returned to the interested parties only on request.

3. BIDS/TENDERS

3.1 Document requiring completion and return

Interested parties must complete and submit the following documents as part of their response:

- a. Prescribed request for proposal documents
- b. Completed and signed SBD documents (SBD1, 4,6.1)
- c. General conditions of contract
- d. Any information required in the request for proposal

3.2 Amendment of documents by NKOMAZI SEZ

NKOMAZI SEZ may, at any time before the deadline for lodging the request for proposal(s), amend the documents or extend the time for lodging documents by writing to the prospective Interested parties. (Any amendments under this clause will become part of the request for proposal(s).

4. PREPARATION OF REQUEST FOR PROPOSAL(S)

4.1 Language of documents

The request for Proposal and all correspondence and documents related to the request for proposal(s) exchanged by the interested parties and NKOMAZI SEZ shall be written in English.

5. SUBMISSION OF BIDS

5.1 Address and marking of bid/tender(s)

All requests for Proposals must be:

- a) Enclosed in a plain envelope or wrapping marked with the request for proposal(s) number specified on the document.
- b) Lodged to ensure that they are received not later than the closing time and date specified for their receipt by directives issued with the document.

5.2 Number of copies required

The interested parties must submit 1 original copy and 1 soft copy (memory stick).

5.3 Closing date

All requests for proposal(s) close on the date and time indicated in the document.

5.4 Late submissions

Requests for proposals are late if they are received at the address indicated in the document after closing time and date. NKOMAZI SEZ will not consider any late request for proposal (s).

SECTION 4: GENERAL CONDITIONS OF CONTRACT

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

General Conditions of Contract

1. Definitions

1. 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 any thing 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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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) 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
 - (b) 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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

- 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 canceling 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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.

SECTION 5: STANDARD BIDDING DOCUMENTS (4 & 6.1 SBD FORMS)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

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:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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

SBD4

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	4
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....