

## REQUEST FOR PROPOSALS FROM SERVICE PROVIDERS TO DEVELOP A NEW WEBSITE FOR TRADE & INVESTMENT KWAZULU-NATAL

### General Enquiries:

Mr Viwe Ngxulelo

Tel: 031 368 9647

Email: [viwe@tikzn.co.za](mailto:viwe@tikzn.co.za)

Mr Manqoba Mbatha

Tel: 031 368 9620

Email: [manqoba@tikzn.co.za](mailto:manqoba@tikzn.co.za)

### Procurement Enquiries

Mr Matthew Canham

Tel: 031 368 9607

Email: [matthew@tikzn.co.za](mailto:matthew@tikzn.co.za)

Mr Fani Naba

Tel: 087 049 6687

Email: [fani@tikzn.co.za](mailto:fani@tikzn.co.za)

#### KwaZulu-Natal Office

 Trade & Investment House, 1 Arundel Close,  
Kingsmead Office Park, Durban, 4001,  
South Africa  
 PO Box 4245, Durban, 4000, South Africa  
 +27 (0) 31 368 9600  
 +27 (0) 31 368 5888

#### Gauteng Office

 Financial Place, 99 George Storrar Avenue,  
Groenkloof, Pretoria, 0181  
 +27 (0) 12 346 4386/6763  
 +27 (0) 12 346 4774  
 [info@tikzn.co.za](mailto:info@tikzn.co.za)  
 [www.tikzn.co.za](http://www.tikzn.co.za) / [www.exportkzn.co.za](http://www.exportkzn.co.za)

**DIRECTORS:** K S Shandu (Interim Chairperson), U Maharaj, D Naidoo, E M Nkosi, E B Mkhize, S K Mpungose, R N Ngcamu (Acting CEO),  
X Cele (Acting CFO)



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## **1. INTRODUCTION**

- 1.1 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 local and international markets to export their products.

## **2. PROJECT PURPOSE**

- 2.1 The purpose of this project is to appoint a suitable service provider who will develop a new website for TIKZN and its customer service facility, the KwaZulu-Natal One-Stop-Shop. This will entail a complete re-design and development of the current website ([www.tikzn.co.za](http://www.tikzn.co.za)) and the design and development of a new standalone website for the KZNOSS ([www.kznoss.co.za](http://www.kznoss.co.za)). The basic objective of this exercise is to have a new look and feel, an improved performance, manageability, security and development of integrated tools such as the investment map, integration of One Stop Shop (OSS) services, chatbot facility, enquiry management forms, "Everything in a Flash" collateral, promotional videos and other database driven applications.

## **3. CONSULTANT'S TERMS OF REFERENCE**

- 3.1 It is the intention of TIKZN to enter into a formal Service Level Agreement with the successful Service Provider to provide the services described hereunder.
- 3.2 The Terms of Reference (TOR) would serve to guide the process of selecting and appointing a qualified service provider by ensuring a match between TIKZN's requirements and the knowledge and experience of the service provider.
- 3.3 These TORs and the consultant's proposal will form the basis of the service level agreement to be entered into between the parties.
- 3.4 The Request for Quotations (RFQ) process will be coordinated by TIKZN Supply Chain Management at the following address:  
Supply Chain Management  
Trade & Investment KwaZulu-Natal  
1 Arundel Close  
Kingsmead Office Park  
Durban  
4001

## **4. BACKGROUND AND SCOPE OF SERVICES/OUTPUTS OF THE SERVICES REQUIRED /KEY DELIVERABLES**

- 4.1 The level of service and information requirements of users and TIKZN stakeholders have gradually evolved to an extent that the current website cannot adequately meet them. Advances in web technology and information delivery also provide an opportunity to develop a dynamic and responsive web presence for TIKZN. The basic objective of this exercise is to have a new look and feel, an improved performance, manageability, security and development of integrated tools such as the investment map, integration of One Stop Shop (OSS) services, enquiry management forms, "Everything in a Flash" collateral, promotional videos and other database driven applications.
- 4.2 Additionally, TIKZN is the custodian of the dtic lead initiative, the One-Stop-Shop (OSS). The OSS is an initiative that was established by the dtic to assist the ease of doing business in South Africa with

local and international companies. Through this initiative TIKZN has been tasked with developing a KwaZulu-Natal One-Stop-Shop (KZNOSS) website, to highlight the services provided and improve accessibility of these services not only through direct contact, but also digitally through the new KZNOSS website. TIKZN will therefore require the service provider to expand on the existing OSS page on the TIKZN website to include services, enquiries and contact page, resulting in the establishment of a KZNOSS website ([www.kznoss.co.za](http://www.kznoss.co.za)).

- 4.3 The World Bank have assisted InvestSA the dtic with the development of generic architecture principles for consideration by all One Stop Shop. This will ensure a standardized approach to website development and maintenance. The architecture is therefore attached for consideration by prospective vendors / service providers.
- 4.4 Ideally the websites should be a destination marketing platform that showcases KZN's infrastructure, profiles company and highlights the ease of doing business with KZN. The websites will also require a portal for visitors to register and access research data developed by TIKZN and its stakeholders.
- 4.5 TIKZN needs to engage the visitor more interactively and dynamically tailor the information and experience to suit the visitor's needs. The current website is mostly static and does not easily enable the dynamic update of content and on time user interaction.
- 4.6 A compulsory briefing session will be held on **Microsoft Teams on 06 June 2024 at 09h00am**. The prospective bidders will be required to RSVP Matthew Canham/Fani Ndaba on the email address: [matthew@tikzn.co.za](mailto:matthew@tikzn.co.za) / [fani@tikzn.co.za](mailto:fani@tikzn.co.za) to obtain a link for the teams meeting and also the representative during the briefing will be required to specify their names and company they are representing on the chat during the online meeting.

## 5. SCOPE OF SERVICES

- 5.1 The scope of service involves the development of a fully functional interactive website that meets the need of the organisation in which the service provider will be contracted to manage the TIKZN and KZNOSS website for a period of 3 years.
- 5.2 Additionally, the service provider will be expected to provide training to TIKZN IT and Marketing & Communication team on posting content on the website.
- 5.3 The Scope of work will include but not limited to the following:
  - 5.3.1 **TIKZN Information**
    - a) Review the current content, design and architecture of the website to accommodate the "Three click rule" and Destination Marketing look and feel platform.
    - b) Identify data that need to be updated regularly and provide a solution of updating it dynamically using a Content Management System (CMS).
    - c) Rearrange news, articles, events calendar, and tender publications to be browsed easily.
    - d) Rearrange documents and presentation to be browsed easily and be able to manage document lifetime.
    - e) Featured content management and lifetime.
    - f) Provide stock images where and when required.
    - g) Design icons to be utilized on the TIKZN website.
    - h) Enquiry management module - to handle all online enquiries to be filtered to relevant persons on each page.
    - i) Identify RSS feeds that can be linked to our website.

- j) Responsive and be able to be access on mobile devices.
- k) Development of integrated tools such as the investment map, integration of One Stop Shop (OSS) services, enquiry management forms, "Everything in a Flash" collateral, promotional videos and other database driven applications.
- l) Security protection of data
- m) Provide a solution for online registrations such as events, newsletters, HR matters (jobs), research portal, etc.
- n) Make provision and management of the Most Frequent Questions and Answers (FAQ)
- o) Image galleries and Video
- p) Theme design and development
  - i. Information architecture (navigation, page definitions and content, general functionality etc.)
  - ii. Align the design and development of the TIKZN and KZNOSS website to the existing TIKZN IT infrastructure, especially the host server, minimizing all risks and remaining proactive in combating the risks in accordance with this partner with the TIKZN IT department.
- q) Content management system
  - i. Uploading and updating of website content as briefed by client.
- r) Web Optimisation
  - i. Comprehensive and targeted Meta Tags and page titles for indexing the site with search engines. After completion, the service provider will submit site to all major search engines for indexing.
- s) Website maintenance
  - i. Website maintenance (regular software and security upgrades and patches etc.) in order to minimize all data security risks and to keep the website fully functional at all times.
- t) Website tracking
  - i. Google analytics reports monthly.

5.3.2 **Integrated tools: Below** are a list of integrated tools and the data driven applications that need to be enhanced:

- a) Investment map
- b) Integration of One Stop Shop (OSS) services and municipal branches
- c) Enquiries forms
- d) Newsletter registration
- e) Events calendar
- f) Events Registration pages.
- g) Polls and surveys
- h) Social media integrations
- i) Key TIKZN website pages
  - i. Landing page – KZN Overview
  - ii. About us
  - iii. Invest
  - iv. Export
  - v. Resource Centre
  - vi. Contact Us
- j) Key KZNOSS website page
  - i. About US
  - ii. Why invest in KwaZulu-Natal
  - iii. Key economic sector profiling
  - iv. Red Tape Reduction

- v. Publications
- vi. IDZs and SEZs
- vii. Investment opportunities
- viii. Contact
- ix. Web links

### 5.3.3 **Hosting environment and skills transfer:**

- a) TIKZN has a Service level agreement with a service provider responsible for web hosting and maintenance, it is there for incumbent that the selected service provide to liaise with our hosting providers and make sure that the new websites meet the server spec allocated for TIKZN and advise on preferred hosting environment if not.
- b) Source code for the development of the new TIKZN and KZNOSS website is to be handed over to TIKZN and as the intellectual properties of TIKZN.
- c) The Service provider is required to provide a test run on the live TIKZN server and provide skills transfer for maintenance.

## **6. OBJECTIVES**

- 6.1 Develop a new interactive website that is of international standard, matching and exceeding the standards of global investment promotion agencies (IPA).
- 6.2 Ideally the websites should be a destination marketing platform that showcases KZN's infrastructure, profiles company and highlights the ease of doing business with KZN.
- 6.3 The website must include the ability to engage with the organisation through an easy-to-use and robust enquiries platform, supporting marketing campaigns aimed at generating leads for investment and export with local and global markets.
- 6.4 The websites will also require a portal for visitors to register and access research data developed by TIKZN and its stakeholders.
- 6.5 TIKZN needs to engage the visitor more interactively and dynamically tailor the information and experience to suit the visitor's needs. The current website is mostly static and does not easily enable dynamic update of content and on-time user interaction.

## **7. OUTPUTS OF THE SERVICES PROVIDED /KEY DELIVERABLES**

- 7.1 Notwithstanding key points in section 5, the appointed service provider to:
  - 7.1.1 Provide TIKZN with a project plan, indicating deliverable and time frames for delivery.
  - 7.1.2 Provide TIKZN with progress reports for each phase of the project as stipulated on their project plan.
  - 7.1.3 Develop the KZN TIKZN and KZNOSS website as per section 5 above.
  - 7.1.4 Develop the KZN TIKZN and KZNOSS Mobile App as section 5 above.
  - 7.1.5 Provide security of data on TIKZN website and Mobile App.
  - 7.1.6 Provide a detailed project closeout report with all relevant documentation.

## **8. METHODOLOGY**

- 9.1 The Service Provider/s proposal must outline the methodology they intend adopting to meet the deliverables specified in above. This outline should cover the following questions:
  - 8.1.1 Indicate how the project will be carried out.
  - 8.1.2 Provide a project charter with timelines.

- 8.1.3 Provide a detailed budget for the project which must also outline a sign off and payment schedule.
- 8.1.4 The Service Provider is expected to put clearly defined targets in line with the scope of work. The budget breakdown would therefore be linked to the target and outputs, milestones, and timing thereof and the schedule of costs and payments.

## **9. SUBMISSION FORMAT**

- 9.1 All bidders are required to submit a comprehensive/detailed proposal including the following components:
  - 9.1.1 Company profile including history, group structure, operations, logistics and related companies and services.
  - 9.1.2 How the Company is structured to provide the required services.
  - 9.1.3 Team structure, including brief profiles of team members and their experience in the required services.
  - 9.1.4 Provide 5 written client reference letters on the client's letterhead, related to required.
  - 9.1.5 Provide a sample Service Level Agreement.
  - 9.1.6 A detailed TIKZN-specific proposal showing activities and timeframes.
- 10.2 The Service Providers proposal must outline the methodology they intend adopting to meet the objectives and deliverables as specified in 6 and 7 above. This should outline and indicate how the required services will be carried out in the form of a Work Plan.

## **10. INSTRUCTION TO SERVICES PROVIDER**

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

## **11. REQUIRED EXPERTISE AND COMPETENCIES**

- 11.1 The Service Providers proposal must outline the expertise and competencies on offer and should expressly detail their previous experience in dealing with projects of this nature. This may be supported by the CVs of the team or lead consultants.
- 11.2 To achieve the scope of work, the service provider/s appointed to undertake this project, should demonstrate the following key competencies:
  - 11.2.1 Website development skills:
    - a) HTML or CSS skills.
    - b) JavaScript or Python Skills.
    - c) Git.
    - d) Back-End Web Programming Languages.
    - e) Responsive Web Design Skills.
    - f) Testing and Debugging Skills.
    - g) Code Versioning Skills.
    - h) Content Management System (CMS).
    - i) Analytical Web Developer Skills.
    - j) Frameworks and Libraries.
    - k) Hosting Skills.
    - l) Search Engine Optimization
  - 11.2.2 Logistics and supply chain experience.
  - 11.2.3 Project management experience.
  - 11.2.4 Understanding of POPIA and MIS
  - 11.2.5 Knowledge of the workings of ITAC and SA Customs.



***Kindly note that failure to fully cover this in your proposal may result in your proposal being rejected without further consideration.***

**13. ALTERATIONS OR WITHDRAWAL OF PROPOSALS**

- 13.1 Service Providers may withdraw their proposals by written notification on or before the closing date.

**14. COSTS PER PREPARATION OF RFP/RFQ PROPOSAL**

- 14.1 The costs incurred by the Service Provider in respect of the attendance of any briefing or presentation meetings or costs incurred in preparing any proposal will be borne by the Service Provider and TIKZN shall in no way be liable to reimburse the Service Provider for such costs incurred.

**15. OWNERSHIP OF RFP/RFQ AND PRESENTATIONS CONFIDENTIALITY**

- 15.1 TIKZN 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 TIKZN shall not be obliged to return any proposals to Service Providers who request such a return.

**16. CONFIDENTIALITY**

- 16.1 The entire process of calling for proposals as initiated by TIKZN 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.

**17. ETHICS**

- 17.1 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 TIKZN 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 TIKZN or any employee of TIKZN, failing which the Service Provider shall be automatically disqualified from further participation in the RFP / RFQ.

**18. CANCELLATION OF BID PROCEDURE**

- 18.1 TIKZN shall be entitled, within its sole and entire discretion, to cancel this RFP / RFQ at any time and shall notify the Service Providers accordingly. TIKZN 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 TIKZN to appoint any of the qualifying Service Providers.

**19. SUPPORTING DOCUMENTATION**

- 19.1 Service Providers are required to submit the following documents:
- 19.1.1 A valid B-BBEE certificate/Affidavit.
  - 19.1.2 Proposed model (methodology) and work plan for implementation.
  - 19.1.3 At least five traceable references – provide the names and contact details of any past or present clients you have supplied similar services to over the past 5-10 years.

- 19.1.4 An original valid Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. In bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate valid Tax Clearance Certificate.
- 19.2 Verifiable references.
- 19.3 Part A: Invitation to Bid Documentation Form.
- 19.4 Part B: Invitation to Bid Documentation Form.
- 19.5 Section A: Special Instructions Regarding Completion of Bid.
- 19.6 Section B: Certification of Correctness of Information Supplied in this Document.
- 19.7 Section C: Registration on Central Supplier Database.
- 19.8 Section D: Declaration that Information on Central Supplier Database (CSD) is Correct and Up to Date
- 19.9 Section F: Pricing Schedule (SBD3).
- 19.10 Section G: Declaration (SBD4).
- 19.11 Section H: Preference Points Claim Form (SBD6.1).
- 19.12 Section I: Contract Form (SBD7).
- 19.13 Section J: General Conditions of Contract.
- 19.14 Section K: Authority to Sign the Bid.
- 19.15 Section L POPIA Consent Form.

***Kindly note that a failure to submit the mandatory documents listed in SECTIONS (PART A , PART B AND Sections B, D, E, F, G, I, K and L) with the proposal will result in your proposal being rejected without further consideration.***

## **20. SERVICE LEVEL AGREEMENT**

- 20.1 The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between TIKZN 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 TIKZN and the Successful Service Provider.
- 20.2 Until such time that an appropriate service level agreement has been concluded between TIKZN 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.

## **21. FEE STRUCTURE**

- 21.1 TIKZN reserves the right to negotiate any aspect of the proposed fees and disbursements with the preferred Service Provider and shall not be bound by the fees and disbursements submitted by any Service Provider.

## **22. VALUE OF BID**

- 22.1 The value of this bid is estimated not to exceed R 50 000 000.00 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

## **23. PREFERENCE POINTS**

- 23.1 The preference points awarded for this bid shall be for:
- 23.1.1 Price and Specific goals allocation.

23.1.2 The maximum 100 points which includes the Price and Specific goals targeted.

## 24. AWARDING OF POINTS

- 24.1 For the 80/20 or the 90/10 preference point systems, the awarding of points will be done for Price, Functionality and Specific Goals.

## 25. POINTS AWARDED FOR PRICE

- 25.1 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**

$$P_s = 80 - 1 \frac{P_t - P_{min}}{P_{min}}$$

**90/10**

$$P_s = 90 - 1 \frac{P_t - P_{min}}{P_{min}}$$

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{min}$  = Comparative price of lowest acceptable bid

## 26. AWARDING OF POINTS

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

## 27. FUNCTIONALITY

- 27.1 The below mentioned criteria will guide the evaluation of functionality / technical phase and bidders who score less than 70% in this phase will be disqualified for the next phase of evaluation.

FUNCTIONALITY ASSESSMENT SCORING CRITERIA		Weight	Score	Total
<b>1. Technical Approach (50/100):</b>				
<ul style="list-style-type: none"> <li>Conceptual Grasp - <i>Proposed design and look of the TIKZN and KZNOSS website as per 5. Proposed functionality and ease of use of the TIKZN and KZNOSS website, Data Security and Data Validation. (15).</i></li> </ul>		15		
<ul style="list-style-type: none"> <li>Methodology Proposed - The details of the proposed process to be followed to complete the task on hand. Stakeholders and key entities to be consulted. (15)</li> </ul>		15		
<ul style="list-style-type: none"> <li>Knowledge and experience in website development - <i>Relevant track record, reputation, experience in development of an Information Portal. Sound knowledge and unique selling points or competitive edge in development of a Web Portal. (10)</i></li> </ul>		10		
<ul style="list-style-type: none"> <li>Expertise in data collation and analysis. (10)</li> </ul>		10		
(Rating score values for technical approach are allocated as follows: Unsatisfactory = 1; Satisfactory = 1; Good = 3; Very Good = 4 and Excellent = 5. The maximum score value which can be awarded is 5 per technical approach category).				
<b>2. Key Personnel (20/100):</b>				
<ul style="list-style-type: none"> <li><i>Demonstrated ability of the Individual/Professional Team to render the service and the expertise of key staff members. This must be supported with the submission of an organogram and CVs of team members i.e. Project Manager and the team of experienced researchers and analysts etc. Experience and expertise in web portal design, experience in branding and marketing, understanding and utilisation of databases, etc.</i></li> </ul>		20		

(Rating score values for key personnel are allocated as follows : Over 1 year to 2 years = 1; Over 2 years to 3 years = 2; Over 3 years to 4 years = 3; Over 4 years to 5 years = 4 and 5 years and above = 5. The score value will be allocated per number of years' experience of the company. The Evaluation Committee may, at its own discretion, consider the total years of experience of the combined team who will be working on the project. The maximum score value which can be awarded is 5).			
<b>3. Successful completion of similar projects in the last five years (10/100):</b> <ul style="list-style-type: none"> <li><i>This must be supported by the submission of a list of all projects successfully completed, as well as letters of completion and/or references from current/previous clients.</i></li> </ul>	10		
(Rating score values for similar projects are allocated as follows: No similar projects = 0; One similar project completed = 1; Two similar projects = 2; Three similar projects = 3; Four similar projects = 4 and five and more similar projects completed = 5. The maximum score value which can be awarded is 5).			
<b>4. Work Plan (20/100):</b> <ul style="list-style-type: none"> <li>The quality and reasonableness of the project work plan will be assessed / evaluated and therefore a <b>detailed work program outlining the various workflow items/tasks required for this project must be submitted.</b></li> </ul>	20		
(Rating score values for the work program are allocated as follows: <b>No program</b> = 0; <b>Poor program</b> (insufficient information provided) = 1; <b>Adequate program</b> (work items shown) = 2; <b>Good program</b> (all necessary work items shown) = 3; <b>Very good program</b> (all necessary and major work items shown) = 4 and <b>Excellent program</b> (all necessary work items shown, including links between tasks and additional information) = 5. The maximum score value which can be awarded is 5).			
<b>TOTAL</b>	<b>100</b>		

## 28. SPECIFIC GOALS

- 28.1 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.
- 28.2 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.

## 29. SPECIFIC GOALS REQUESTED AND CLAIMED

- 29.1 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 Coloured or Indian or White)	10	RSA identity document for the Director/CSD report/B-BBEE certificate/Affidavit
RDP Goals: Promotion of South African owned enterprises	5	CIPC registration (Companies and Intellectual Property Commission) /

Specific Goal Description	Points for each specific goal out of 20	Proof or verification documents required
		RSA identity document of the Director/CSD report
TDP: Promotion of enterprises located in KwaZulu-Natal province for work to be done or services to be rendered	5	Certified copy of a utility bill for the property rates and services/valid lease agreement/original proof of residence signed by a Ward Councilor
<b>Total out of 20</b>	<b>20</b>	

### 30. CONTRACTUAL OBLIGATIONS

The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between TIKZN 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 the TIKZN and the Successful Service Provider.

Until such time that an appropriate service level agreement has been concluded between TIKZN 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.

### 31. INTELLECTUAL PROPERTY RIGHTS

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to TIKZN, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose, only, all works created in terms of this project and rollout shall be deemed to have been created under the control and direction of TIKZN. All information documents, records and books provided by TIKZN to any service provider in connection with the proposal or otherwise are strictly private and confidential. Any proposer to any third party shall not disclose them, except with the express consent of TIKZN, which shall be granted in writing prior to such disclosure. TIKZN however reserves the right to disclose any information provided by any service provider to any of the members of TIKZN.

### 32. TERMINATION OF CONTRACT

TIKZN reserves the right to terminate the award of any tender to any party if there are reasonable grounds for considering that there is non-performance by the contractor in terms of the contract. TIKZN also reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any tender. In the event of any such cancellation or curtailment, the tenderer shall have no claim or recourse against TIKZN, of whatsoever nature, save the recoupment of the tenderer's actual and reasonable costs already expended on the project.

### 33. SUBMISSION OF PROPOSALS

The bidders' response must be sent to the email address **matthew@tikzn.co.za and to fani@tikzn.co.za and should be submitted by no later than 14 June 2024, before 12h00 pm**. Any proposal which is not submitted to the email address at the time of the proposal closing, such a proposal will be regarded as a late proposal. Late proposal will not be considered.

PART A: INVITATION TO BID - SBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRADE &amp; INVESTMENT KWAZULU NATAL</b>					
<b>BID NUMBER:</b>	N/A		<b>CLOSING DATE:</b>	14/06/2024	<b>CLOSING TIME:</b> 12h00
<b>DESCRIPTION</b>	REQUESTS PROPOSALS FROM SERVICE PROVIDERS TO DEVELOP A NEW WEBSITE FOR TRADE AND INVESTMENT KWAZULU-NATAL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Email to: <a href="mailto:matthew@tikzn.co.za">matthew@tikzn.co.za</a> / <a href="mailto:fani@tikzn.co.za">fani@tikzn.co.za</a>					
<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>	Manqoba Mbatha	
<b>TELEPHONE NUMBER</b>	031 368 9607		<b>TELEPHONE NUMBER</b>	031 368 9620	
<b>E-MAIL ADDRESS</b>	matthew@tikzn.co.za		<b>E-MAIL ADDRESS</b>	manqoba@tikzn.co.za	
<b>SUPPLIER INFORMATION</b>					
<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 Coloured or Indian or White)			[TICK APPLICABLE BOX IF VERIFICATION INFORMATION HAS BEEN PROVIDED]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
	RDP Goals: Promotion of South African owned enterprises			<input type="checkbox"/> Yes <input type="checkbox"/> No	
	RDP: Promotion of enterprises located in KwaZulu-Natal province for work to be done or services to be rendered			<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>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

/WORKS OFFERED?			
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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 – SBD1**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 after 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 invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of the 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. A clear indication thereof must be given on the schedules attached.
17. The bidder must initial every page of the document.

## SECTION B - 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 are 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 must 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 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 regarding this bid or any related bids by completion of the Declaration of Interest Section.

## SECTION C - CERTIFICATION OF 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  
AUTHORISED 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 D - 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.
  - 3.1 de-register the supplier from the Database,
  - 3.2 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 E - 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:**.....

## SECTION F - BIDDER'S DISCLOSURE: SBD 4

### 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 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,

<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.

- 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.



## SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022: SBD6.1

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**

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<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 request a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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

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

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

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

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 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 in 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 White or Indian or Coloured) <b>10</b> points Proof of claim: RSA Identity document of the director /CSD report.	<b>10</b>	
Promotion of South African owned enterprises. <b>5</b> points Proof of claim: CIPC registration (Companies and Intellectual Property Commission)/RSA Identity document of the director/CSD report	<b>5</b>	

Promotion of enterprises located in Kwazulu-Natal Province for work to be done or services to be rendered. <b>5</b> points  Proof of claim: Certified copy of a utility bill / Valid Lease Agreement/ Original proof of residence signed by a Ward Councilor	<b>5</b>	
--	----------	--

#### 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 provided 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 a 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>	.....
	.....
	.....
	.....

**PRICING SCHEDULE**

NAME OF BIDDER: .....BID NO.: N/A...  
CLOSING TIME 12:00 CLOSING DATE: 13 MAY 2024

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

ITEM NO	DESCRIPTION: WEBSITE DEVELOPMENT FOR TIKZN	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1. The accompanying information must be used for the formulation of proposals.			
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....			
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERM S HEREOF)			
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN -DAYS TO BE SPENT R.....			
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.			
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
TOTAL: R.....			

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany 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 –  
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:  
  
Or for technical information –  
(INSERT NAME OF CONTACT PERSON)  
  
Tel:

## SECTION H - 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has 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 ancillaries 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 fulfilling 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 supplier's 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier of 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 to 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 to 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 I - AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20.....,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

.....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

**SIGNATURE**.....

**DATE**.....

### C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every

Partner :

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ..... hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>

.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

### D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION :** .....

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

#### **E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....  
at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)  
.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1.....

2.....

#### **F. JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

#### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) .....

**IN HIS/HER CAPACITY AS:** .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME).....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

#### **G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

#### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf

of:

(Name of Consortium) .....

IN HIS/HER CAPACITY AS: .....

SIGNATURE: ..... DATE: .....

**SECTION J - 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;