REQUEST FOR PROPOSAL: FOR THE LEASING OF MANAGED OFFICE SPACE FOR TRADE & INVESTMENT KWAZULU-NATAL REGIONAL OFFICE IN PRETORIA FOR 36 MONTHS

REFERENCE NUMBER: 3150/2026/02

General & Technical/Procurement Enquiries:
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DIRECTORS: Mr M B Myeni (Chairperson), Prof A T Nzama (Deputy Chairperson), Adv B N Buthelezi, Dr J Channing, Ms S Dlungwane, Mr B E Mkhize, Dr S K Mpungose, Dr S Ndlovu, Cllr M N Zulu, Mr R N Ngcamu (CEO), Mr T V Mhlongo (CFO)

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1. INTRODUCTION

1.1. Trade & Investment KwaZulu-Natal is a South African trade and inward investment promotion agency, established as a Schedule 3C public entity, to promote the province of KwaZulu-Natal as an investment destination and to facilitate trade by assisting local companies to access international markets. In terms of the Public Finance Management Act, Act No.1 of 1999, as amended (PFMA), Trade & Investment KwaZulu-Natal must fully comply with all the requirements of the PFMA and all other relevant and applicable legislation.

1.2. Trade & Investment KwaZulu-Natal is governed by the KwaZulu-Natal Trade and Investment Agency Act, 2010 (Act No. 05 of 2010). In terms of chapter 2 section 4 (1) and (2) of the KwaZulu-Natal Trade and Investment Act, the main functions of the entity are to:

- Identify, develop, market, and promote investment opportunities in the province to international and domestic investors.
- Develop the export capacity of the province.
- Develop the export market of the province.
- Foster trade and investment within the province.
- Develop a provincial investment and export plan for the development, promotion and marketing of inward investments and exports from the province; and
- Keep and maintain a database of investment opportunities within the province in such a manner as to benefit all sectors of the economy.

2. PROJECT PURPOSE

The purpose of these terms of reference is to appoint a suitable service provider who will render services for managed office space as per requirements (not limited to) set out below to TIKZN at their Regional footprint in Pretoria, Gauteng for a period of 36 calendar months. Trade & Investment KwaZulu-Natal reserves the right to extend the contract for a further period of 2 years based on supplier performance and subject to approval from the Accounting Officer.

3. CONTRACT PERIOD

3.1 The contract period shall remain in force for a period 36 months (3 years) from the date of signing a contract. Trade & Investment KwaZulu-Natal reserve the right to extend the contract for a further period of 2 years based on supplier performance and subject to approval from the Accounting Officer.

3.2 Trade & Investment KwaZulu-Natal reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.3 If required, the successful bidder shall be afforded a one-month set-up period, at no additional cost to TIKZN, before the commencement of the three-year contract period.

4. BACKGROUND

TIKZN requires an experienced service provider that will be able to render professional managed office space as per requirements (not limited to) set out below to TIKZN at their Regional footprint in Pretoria, Gauteng for a period of 36 calendar months.

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5.	SCOPE OF SERVICES
Description	**Requirements**
General Requirements	• Fixed 36 months managed office lease; • TIKZN reserves the right to renew the lease after end of lease duration by issuing timeous notice and agreement between the parties; • The office premises should preferably be located in close proximity to Embassy offices, ideally within the Groenkloof, Waterkloof, or Brooklyn areas, or the nearest suitable alternative location. • Access control and 24 hour accessibility; • Preferably ground floor according to Investment Promotion Agency best practice; • Easily accessible for clients including clients with disabilities; • Close to major highways or streets to travel to clients; • Safe and secure area that appeals to international investors; • Adequate parking facilities of minimum 6 parking bays either open or undercover within an access controlled entrance and exit; • 3 offices with reception area, boardroom (either shared or dedicated), (shared or dedicated) kitchen, (shared or dedicated) ablution facilities – NB. Shared or dedicated must be stipulated; • Total managed office space of minimum 120m2. • **Additional water supply source** to ensure uninterrupted access to water during shortages and to minimize disruptions to office operations. • **Additional electrical power supply (generator)** to provide backup power during outages and ensure the continued operation of office services.
Office 1	• At least 12m2 private airconditioned office; • Dedicated landline connectivity or existing landline available with option to port current business numbers; • High speed internet connectivity – 5G • Sufficient power source for electronic equipment – X2 plug points per office • Well ventilated office with provision for windows.
Office 2	• At least 12m2 private airconditioned office; • Dedicated landline connectivity or existing landline available with option to port current business numbers; • High speed internet connectivity – 5G • Sufficient power source for electronic equipment – X2 plug points per office • Well ventilated office with provision for windows.
Office 3	• At least 12m2 private airconditioned office; • Dedicated landline connectivity or existing landline available with option to port current business numbers; • High speed internet connectivity – 5G • Sufficient power source for electronic equipment – X2 plug points per office • Well ventilated office with provision for windows.
Boardroom	• Dedicated or shared fully furnished and airconditioned boardroom for up to 15 people including catering facilities (tea/lunch stations) and video conferencing facilities; • Dedicated or shared boardroom to be stipulated; • Sufficient power source for electronic equipment – X5 plug points • High speed internet connectivity – 5G • Well-ventilated boardroom with provision for windows.

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Common Area	• Dedicated or shared fully furnished communal kitchen including appliances (microwave, fridge, coffee station, cutlery and crockery) – (Dedicated or shared kitchen to be stipulated); • Dedicated or shared fully furnished reception area with minimum 2 chairs and coffee table for waiting area and water dispenser with glassware for visitors – (Dedicated or shared kitchen to be stipulated); • Dedicated or shared minimum 2x ablution facilities comprising toilet and basin – (Dedicated or shared ablution facilities to be stipulated); • Sanitizer stations managed by service provider at entrance, boardroom and ablution facilities; • Fibre or similar strong internet with reliable bandwidth adequate for total office space – 5G. • Generator/Alternative power source for powering entire office with backup electricity during power outages. • Access controlled entrance with safe parking for vehicles and visitors' vehicles (minimum 6 parking bays open or undercover); • 24 Hours CCTV camera surveillance • Dedicated or shared cleaning services managed by service provider – (Dedicated or shared cleaning services to be stipulated); • On-site security representative managed by service provider.

5.1. METHODOLOGY

The Service Providers proposal must comprehensively outline costings as per tabulated requirements (not limited to) above no.5 scope of services.

<u>This outline should cover the following:</u>

a) Service providers must outline by method statement how service provider will manage offices, service provisioning, management and maintenance of facilities and support or aftercare during lease period.
b) Risk assessment and health and safety plan of office space.
c) Line-item costing per year per requirement (where applicable) as follows:

I. Office Space provisioning (including offices 1-3, boardroom, reception area, ablution facilities, utilities, telephone and internet connectivity, etc.)
II. Security provisioning
III. Cleaning services
IV. 24 hours CCTV surveillance/monitoring
V. Visitor management and after-hours access controls.
VI. Entrance gate services
VII. Lift services – if applicable
VIII. Garden maintenance services
IX. Building maintenance
X. Air-conditioning services
XI. Emergency equipment services
XII. Certificate of building compliance services
XIII. Cleaning service provisioning
XIV. Parking Bays (minimum 6 bays open or undercover)
XV. Provision of external branding/signage rights for visible TIKZN branding at the building entrance and reception area, including signage specifications and permitted branding dimensions.

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d) Additional costings per items that service provider may foresee during the lease period.
e) Service provider must provide a link with virtual tour of the premises including layout plan and supporting pictures of proposed office space and TIKZN reserves the right to conduct the physical inspection of the premises;
f) Indication of fixation/escalation of lease costing during lease period of 36 months;
g) The Service Provider must list items that are not included in their proposal as per the tabulated requirements in "5 Scope of Services."

5. 2 REQUIRED EXPERTISE AND COMPETENCIES

The Service Provider's proposal must clearly outline the expertise, competencies, and operational capabilities available for the provision of managed office space leasing services. The proposal should demonstrate proven experience in delivering services of a similar nature and scale, supported by evidence of successful implementation for comparable organizations.

The proposal should further include details relating to occupancy levels within the Service Provider's managed office facilities, as well as a demonstrable track record of organizations that have previously leased, or are currently leasing, managed office space within the Service Provider's premises. Such information should include the nature of the organizations served, duration of occupancy, and scope of services rendered.

The Service Provider appointed to undertake this service must demonstrate the following key competencies and capabilities in order to effectively deliver the required scope of work:

a) Comprehensive knowledge, expertise, and a proven track record in the provision and management of leased office accommodation and managed office space solutions;

b) Adequate operational capacity, qualified personnel, technical expertise, and access to the necessary resources and infrastructure required to render the services efficiently throughout the duration of the contract period;

c) Full compliance with all applicable occupational health and safety legislation, regulations, standards, and building compliance requirements relevant to the provision and management of office accommodation services.

6. INSTRUCTION TO SERVICE PROVIDERS

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

NB: Attendance at Compulsory Briefing Session is a mandatory requirement for participation in the Bid process. PLEASE USE THE LINK IN THE ADVERT TO JOIN THE COMPULSORY BRIEFING ON THE 12 NOVEMBER 2026 at 11h00 am.

7. ALTERATIONS OR WITHDRAWAL OF PROPOSALS

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

8. COSTS FOR PREPARATION OF BID PROPOSAL

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 Trade & Investment KwaZulu-Natal **shall in no way** be liable to reimburse the Service Provider for such costs incurred.

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9. OWNERSHIP OF RFP AND PRESENTATIONS

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

10. CONFIDENTIALITY

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

11. ETHICS

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

12. CANCELLATION OF BID PROCEDURE

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

13. SERVICE LEVEL AGREEMENT

a) The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between Trade & Investment KwaZulu-Natal and the Successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between Trade & Investment KwaZulu-Natal and the Successful Service Provider.

b) Until such a time that an appropriate service level agreement has been concluded between Trade & Investment KwaZulu-Natal and successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this call for proposal.

14. FEE STRUCTURE

Trade & Investment KwaZulu-Natal 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.

15. EVALUATION CRITERIA

Evaluation will be carried out on the Functionality and the Preferential Point System (Price and specific goals allocation). The evaluation criteria will consist of all the below phases:

15.1 Phase 1: Supply Chain Administrative Compliance

15.1.1 Bids submitted must be complete in all respects.

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15.1.2 The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

COMPULSORY BID FORMS	
SECTION A	INVITATION TO BID DOCUMENTATION FORM (SBD1) PART A AND PART B
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE
SECTION E	CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT
SECTION F	BIDDER'S DISCLOSURE FORM (SBD 4)
SECTION H	PRICING SCHEDULE
SECTION I	AUTHORITY TO SIGN A BID FORM
SECTION K	CONSENT TO PROCESS PERSONAL INFORMATION

Failure to provide the above information may lead to bidder's proposal not considered further.

15.2 Phase 2: Mandatory Requirements

Only bid proposals that meets Phase 1: Supply Chain Administrative compliance requirements will be evaluated on mandatory requirements. Bidders must attach proof of compliance for the below.

NO.	REQUIREMENT	REQUIRED EVIDENCE
1	Certificate of Occupancy	A valid copy of the Certificate of Occupancy (COC) must be submitted. ***Only minor findings relating to the application for the Certificate of Occupancy (COC) will be accepted. Findings classified as moderate or major will result in the disqualification of the bidder.***
2	Certificate of Building compliance	Attach proof valid certificate of: • Electrical compliance certificate, • Water compliance certificate, • Annual emergency equipment service certificate, • Fire safety certificate
3	Valid business insurance (e.g., public liability insurance).	Attach proof

NOTE: Failure to meet all the above mandatory requirements will lead in the bidder being disqualified and not further evaluated for functionality (Phase 3).

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15.3 Phase 3: Functionality Criteria

15.3.1 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 the evaluation.

15.3.2 The service providers will be evaluated on functionality in accordance with the following functionality criteria and values.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1. Technical & Operational Capability (30/100)	**1. Technical Approach (30/100):** The bidder must demonstrate the suitability, functionality, and operational capacity of the proposed managed office accommodation by providing detailed information on the number and size of offices, boardrooms, meeting rooms, reception area, kitchen and ablution facilities, covered and uncovered parking bays, internet and fibre connectivity, backup power solutions, security measures, access control, accessibility for persons with disabilities, air-conditioning, cleaning and maintenance services, and any additional supporting facilities required to ensure efficient business operations. The bidder must further indicate the proximity of the premises to major transport routes, government institutions, embassies, trade offices, and business districts within Gauteng.	Indicator	**30**
	The bidder must further demonstrate a clear understanding of the requirements for the provision of managed office space through submission of a company profile, office layout plans, photographs (portfolio of office &facilities) & GPS Coordinates (to access arial view of location), and a description of the facilities and services available.		
	Unsatisfactory Bidder fails to provide adequate information on the office space and facilities available. The proposal does not meet the minimum requirements in terms of number of offices, supporting facilities, or operational suitability.	0	
	Satisfactory Bidder provides office space and facilities that meet minimum requirements in terms of number of offices, supporting facilities but does not allow TIKZNs branding and signage.	15	

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GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Excellent Bidder provides comprehensive and fully compliant managed office space with sufficient offices, boardrooms, parking, connectivity, security, and additional supporting facilities that fully meet or exceed operational requirements.	30	
2. Location (20/100) Proximity importance is due to frequent engagement with national government departments, embassies, diplomatic missions, trade offices and strategic stakeholders located within the Groenkloof/ Pretoria diplomatic precinct**.**	Service provider should indicate ability to provide services to preferential location to where clients are located with adequate accessibility. This may be supported by submission of a utility bill and GPS Coordinates. The coordinates will be used to determine the distance from Groenkloof	Indicator/Distance from Groenkloof	**20**
	Located more than 30 km from Groenkloof (Limited Accessibility)	0	
	Located within a radius of more than 20 km but not exceeding 30 km from Groenkloof (Low Accessibility)	5	
	Located within Lynnwood, Lynnwood Glen, Hatfield, Arcadia, or Pretoria Central and within a radius of more than 10 km but not exceeding 20 km from Groenkloof (Moderate Accessibility)	10	
	Located within Brooklyn, Waterkloof, Waterkloof Ridge, Bailey's Muckleneuk, or Menlo Park and within a radius of more than 5 km but not exceeding 10 km from Groenkloof (Good Accessibility)	15	
	Located within the Groenkloof Government/Diplomatic Precinct, Groenkloof Extension, or directly adjacent areas (including Groenkloof, Groenkloof Extension 1, Groenkloof Extension 2, and Nieuw Muckleneuk) and within a 5 km radius of Groenkloof (Very Good Accessibility)	20	
	Note: Distances will be verified using GPS coordinates and Google Maps (shortest driving route) from the Department's offices in Groenkloof. Where a discrepancy exists between the address provided and the verified distance, the verified distance shall prevail for evaluation and scoring purposes. The proximity requirement is intended to facilitate efficient access to government departments, diplomatic missions, trade		

Commented [LN1]: Please review this section regarding the specific areas wanted.

Commented [DK2R1]: **Proximity to Groenkloof / Pretoria Diplomatic & Government Precinct Accessibility Rating**
More than 30 km from Groenkloof (Limited Accessibility)
20 km - 29 km from Groenkloof(Low Accessibility)
10 km - 19 km from Groenkloof (Moderate Accessibility)
Menlyn, Lynnwood, or surrounding eastern Pretoria business nodes (Good Accessibility)
Brooklyn, Waterkloof, Groenkloof, or immediate surrounding areas (Very Good Accessibility)
Within the Groenkloof diplomatic/government precinct or directly adjacent areas(Excellent Accessibility)

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GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	offices and other strategic stakeholders located within the Groenkloof and Pretoria diplomatic precinct.		
3. Work Programme (30/100)	The bidder must submit a detailed Work Programme / Implementation Plan outlining sequential activities, deliverables, milestones, task dependencies, resource allocation, and implementation timeframes, including office space readiness and occupancy timelines. The programme should also address risk management, health and safety considerations, and monitoring mechanisms to demonstrate the bidder's operational capability and readiness to provide the required services.	Indicator	**30**
	Poor Programme (Insufficient information provided; limited or no detail on activities, timelines, or deliverables)	0	
	Adequate (Basic work items and implementation activities provided)	10	
	Good program (All necessary work items and indicative timelines clearly provided)	15	
	Very good program (Comprehensive programme with major activities, logical sequencing, milestones, and resource planning)	20	
	Excellent program (Detailed and well-structured programme including task linkages, occupancy timelines, risk and health & safety measures, monitoring mechanisms, and additional value-adding information)	30	
4. Relevant Experience and Client References (20/100)	The bidder must demonstrate relevant experience in providing similar managed office space and/or related support services. Experience must be supported by the submission of a list of comparable organisations serviced, together with signed reference letters or recommendation letters from current and/or previous clients and must not be more than 5 years old. Reference letters should, at a minimum, include: • Client name and contact details • Description of services rendered • Contract duration and value (where applicable)	Indicator	**20**

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GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	• Performance and service quality assessment • Confirmation of satisfactory service delivery		
	0 reference letter provided	0	
	1 reference letter provided	5	
	2 Reference letters provided	10	
	3 Reference letters provided	15	
	4 Reference letters provided	20	

15.4 Phase 4: Price and Specific Goals

15.4.1 Pricing Considerations:

a) Bidders' price quotations must be inclusive of all applicable taxes **(including VAT).**

b) Bidders total price weighs 80 points.

15.4.2 Specific Goals

c) The bidder must submit SBD 6.1 preference points claim form.

d) Bidders' specific goals weigh 20 points.

Specific Goals Criteria	Points for each specific	Points
1. Black Ownership (100% black owned) **Proof of claim**: CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **The bidder with less than 100% ownership will score zero points**	**8**	20
2. Ownership: Gender (51% or more women owned) **Proof of claim**: RSA Identity document of shareholders, CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **The bidder with less than 51% women ownership will score zero points**	**6**	
3. Promotion of South African owned enterprises **Proof of claim**: CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **Bidders who are non-South African will score zero points**	**6**	
Total Points		**20**

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16. VALUE OF BID

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

17. 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 tender and the assignments thereof 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. Proposals 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.

18. 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.

19. SUBMISSION OF PROPOSALS

The sealed envelopes must be placed in the tender box at the reception:

Trade & Investment House, 1 Arundel Close, Kingsmead Office Park, Stalwart Simelane Street, Durban by no later than Wednesday 25 November 2026 @ 12:00pm

Any proposal not in the tender box at the time of the proposal closing, such a proposal will be regarded as a late proposal. Late proposals will not be considered. No proposal received by telegram, telex, e-mail, facsimile or similar medium will be considered.

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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TRADE & INVESTMENT KWAZULU -NATAL					
BID NUMBER:	**3150/2026/02**	CLOSING DATE:	**25 November 2026**	CLOSING TIME:	**12:00 pm**
DESCRIPTION	**REQUEST FOR THE LEASING OF MANAGED OFFICE SPACE FOR TRADE & INVESTMENT KWAZULU-NATAL REGIONAL OFFICE IN PRETORIA FOR 36 MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Trade & Investment House, 1 Arundel Close, Kingsmead Office Park, Stalwart Simelane Street, Durban					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Matthew Canham**		CONTACT PERSON	**Lindeka Ngubane**	
TELEPHONE NUMBER	**031- 368 9600**		TELEPHONE NUMBER	**031-368 9665**	
FACSIMILE NUMBER	**-**		FACSIMILE NUMBER	**-**	
E-MAIL ADDRESS	**tenders@tikzn.co.za**		E-MAIL ADDRESS	**tenders@tikzn.co.za**	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO				
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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TERMS AND CONDITIONS FOR BIDDING SECTION B

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

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SECTION B - 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.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects.
6. 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.
7. 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.
8. 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.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. 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.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. The bidder must initial each page of the document.

`

SECTION C - REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. 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.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies:

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.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

`

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

(To be completed by bidder)

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

……..

WHO REPRESENTS (state name of bidder)

……..

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

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

`

SECTION E- 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 TIKZN, if requested to do so.

2. If the information supplied is found to be incorrect and/or false then the TIKZN, in addition to any remedies it may have, may: -

2.1 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

2.2 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** ……

..... **(PLACE)**

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE **……**

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 F: BIDDER'S DISCLOSURE FORM (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

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

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

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

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

2.2.1 If so, furnish particulars: ……

……

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

2.3.1 If so, furnish particulars……

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

`

b) DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

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SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

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

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

(a) Price; and

(b) Specific Goals

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of 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

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that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

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

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

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership (100% black owned) **Proof of claim**: CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **The bidder with less than 100% ownership will score zero points**	8	
Ownership: Gender (51% or more women owned) **Proof of claim**: RSA Identity document of shareholders, CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **The bidder with less than 51% women ownership will score zero points**	6	
Promotion of South African owned enterprises **Proof of claim**: CSD registration report, company registration (CIPC), and B-BBEE Certificate/Affidavit. **Bidders who are non South African will score zero points**	6	

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

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[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

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

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

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

(a) disqualify the person from the tendering process.

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

`

SECTION H: PRICING SCHEDULE

(Total consolidated price for the period of 36 months must be populated in Grand Total

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

Name of bidder…… Closing Time: **12:00 pm**	Bid number: **3150/2026/02** Closing date: **25 November 2026**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	**DESCRIPTION**	**Consolidated Price**
1	**GRAND TOTAL FOR 36 MONTHS (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)**	**R**
TOTAL AMOUNT IN WORDS:		

- Required by: *Trade& Investment KwaZulu-Natal*
- *At:* 1 Arundel Close, Kingsmead Office Park.
  Durban 4001
- *Brand and model* …….
- *Country of origin* …….
- *Does the offer comply with the specification(s)?* **YES/NO*
- *If not to specification, indicate deviation(s)* …….
- Period required for delivery …….
  *Delivery: Firm/not firm
- Delivery basis

…… Note: All

delivery costs must be included in the bid price, for delivery

at the prescribed destination.

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

*Delete if not applicable

`

PRICING INSTRUCTIONS

a) The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.

b) Additional Cost information must be completed. Additional charges must be provided in a separate schedule attached as Annexure A and any prices not included herein shall be deemed as zero"

c) Bidders are required to complete a pricing schedule as a response to how much the services offered will be charged.

d) Due diligence on market-related pricing reasonability may be conducted, and rates may be negotiated with the shortlisted service providers.

e) Applicable taxes:

- All bid prices must be inclusive of all applicable taxes.
- All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

Failure to comply with this condition may invalidate the bid.

`

NO	DESCRIPTION	COST PER MONTH INCL.VAT (YEAR 1)	YEAR 1 COST (INCL. VAT)	COST PER MONTH INCL.VAT (YEAR 2)	YEAR 2 COST (INCL. VAT)	COST PER MONTH INCL.VAT (YEAR 3)	YEAR 3 COST (INCL. VAT)
1	Deposits Once off payment						
2	Annual Escalation rate (Percentage)						
3	Rate per square meter						
4	Total square meters (on offer)						
5	**Operating cost** *Including inhouse security services, cleaning and hygiene services, gardening services, air conditioning repairs and maintenance services, annual emergency equipment service equipment etc*						
6	Municipal Charges and Utilities						
7	Rates and Taxes						
8	Basement Parking (Per bay)						
9	Covered parking (per bay)						
10	Open Parking (per bay)						
11	**Total Cost Incl. VAT**						
12	**GRAND TOTAL COST**						

FAILURE NOT TO COMPLETE THE SERVICES PRICING SCHEDULE ON THIS PAGE SHALL RESULT IN THE OFFER BEING CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED

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ADDITIONAL COST SCHEDULE: Additional cost outlined here must not form part of Grand total indicated on SECTION H: PRICING SCHEDULE*

NO	DESCRIPTION	COST PER MONTH INCL.VAT (YEAR 1)	YEAR 1 COST (INCL. VAT)	COST PER MONTH INCL.VAT (YEAR 2)	YEAR 2 COST (INCL. VAT)	COST PER MONTH INCL.VAT (YEAR 3)	YEAR 3 COST (INCL. VAT)
1							
2							
3							
4							
5							
6	**Total Cost Incl. VAT**						
7	**SUB TOTAL COST**						

NB: All prices must be inclusive of all applicable taxes **(including VAT).**

`

SECTION I: AUTHORITY TO SIGN A BID FORM

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

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

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners
(Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:
.....
.....
hereby authorise Mr/Mrs/Ms
.....
acting in the capacity of
.....
whose signature is
.....
to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

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SECTION J: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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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.

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4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- a cashier's or certified cheque

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

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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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such

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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:

- performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- furnishing of tools required for assembly and/or maintenance of the supplied goods.
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- 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
- 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:

- 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
- in the event of termination of production of the spare parts:

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- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 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.

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18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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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:

- 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.
- if the Supplier fails to perform any other obligation(s) under the contract; or
- if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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- the name and address of the supplier and / or person restricted by the purchaser.
- the date of commencement of the restriction
- the period of restriction; and
- 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. Force Majeure

24.1 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.

24.2 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.

25. Termination for insolvency

25.1 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.

26. Settlement of Disputes

26.1 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.

26.2 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.

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

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

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

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

27. Limitation of liability

27.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- 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
- 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.

28. Governing language

28.1 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.

29. Applicable law

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

30. Notices

30.1 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

30.2 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.

31. Taxes and duties

31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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31.3 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.

32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

33.1 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).

33.2 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

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CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
   (a) the offer herein shall remain binding upon me and open for acceptance by the province during the validity period indicated and calculated from the closing time of the bid.
   (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted.
   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the province any additional expenses incurred by the province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
   (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me.
   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address):

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

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SECTION K: 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[3] to process[4] 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)

3 **"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.

4 **"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;