



## REQUEST FOR PROPOSALS (RFP)

APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE IMPLEMENTATION, LICENSING, MAINTENANCE AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS

**RFP NUMBER: NSEZ/2026/08**

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

Prepared for:  
Nkomazi SEZ SOC Ltd

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**CLOSING DATE: 05 NOVEMBER 2026 @ 12H00**

(RFP) APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE IMPLEMENTATION, LICENSING, MAINTENANCE AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS

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**PART A – SBD 1**

**INVITATION TO BID**

|                                                                                                                                             |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|---------------------------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)</b>                                 |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| BID NUMBER:                                                                                                                                 | <b>NSEZ/2026/08</b>                                                                                                                                                                                                                                       | CLOSING DATE: | <b>05 November 2026</b>                        | CLOSING TIME:                   | <b>12H00</b> |
| DESCRIPTION                                                                                                                                 | (RFP) APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE IMPLEMENTATION, LICENSING, MAINTENANCE AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS |               |                                                |                                 |              |
| <b>RFP RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT MEGA HEAD OFFICE, 02 EASTERN BOULEVARD, RIVERSIDE, MBOMBELA ,1200</b> |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                       |                                                                                                                                                                                                                                                           |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                 |              |
| CONTACT PERSON                                                                                                                              | <b>Ms. BN Mahlalela</b>                                                                                                                                                                                                                                   |               | CONTACT PERSON                                 | <b>Mr. B Khoza (CFO)</b>        |              |
| TELEPHONE NUMBER                                                                                                                            | <b>N/A</b>                                                                                                                                                                                                                                                |               | TELEPHONE NUMBER                               | <b>N/A</b>                      |              |
| FACSIMILE NUMBER                                                                                                                            | <b>N/A</b>                                                                                                                                                                                                                                                |               | FACSIMILE NUMBER                               | <b>N/A</b>                      |              |
| E-MAIL ADDRESS                                                                                                                              | <b>scm@nkomazisez.gov.za</b>                                                                                                                                                                                                                              |               | E-MAIL ADDRESS                                 | <b>bkhoza@nkomazisez.gov.za</b> |              |
| <b>SUPPLIER INFORMATION</b>                                                                                                                 |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| NAME OF BIDDER                                                                                                                              |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| POSTAL ADDRESS                                                                                                                              |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| STREET ADDRESS                                                                                                                              |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| TELEPHONE NUMBER                                                                                                                            | CODE                                                                                                                                                                                                                                                      |               | NUMBER                                         |                                 |              |
| CELLPHONE NUMBER                                                                                                                            |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| FACSIMILE NUMBER                                                                                                                            | CODE                                                                                                                                                                                                                                                      |               | NUMBER                                         |                                 |              |
| E-MAIL ADDRESS                                                                                                                              |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |
| VAT REGISTRATION NUMBER                                                                                                                     |                                                                                                                                                                                                                                                           |               |                                                |                                 |              |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE .....

## **SECTION 1: INVITATION TO THE BID**

## ANNEXURE A: RETURNABLE DOCUMENTS CHECKLIST

Bidders must complete and submit all required returnable documents.

### A.1 Mandatory Returnable Documents

| No. | Document Required                                              | Submitted (Yes/No) | Page Reference |
|-----|----------------------------------------------------------------|--------------------|----------------|
| 1   | Valid Tax Compliance Status (Tax Clearance Certificate or PIN) |                    |                |
| 2   | Central Supplier Database (CSD) Registration Report            |                    |                |
| 3   | Company Registration Documents (CIPC)                          |                    |                |
| 4   | Fully Completed SBD 1, SBD 4 and SBD 6.1                       |                    |                |
| 5   | Signed Bid Document (all pages initialed where required)       |                    |                |
| 6   | Completed Pricing Schedule / Detailed Pricing Proposal         |                    |                |
| 7   | Signed Letter of Authority                                     |                    |                |
| 8   | <b>Copy of the Bid Document on USB</b>                         |                    |                |
| 9   | Original Bid Document submitted as required                    |                    |                |
| 10  | ID Copies of company directors                                 |                    |                |

### A.2 Compulsory Administrative Returnable.

| No. | Document Required                                                                   | Submitted (Yes/No) | Page Reference |
|-----|-------------------------------------------------------------------------------------|--------------------|----------------|
| 1   | Company Profile                                                                     |                    |                |
| 2   | Detailed Technical Assessment and Methodology                                       |                    |                |
| 3   | Project Plan                                                                        |                    |                |
| 4   | Proof of Experience in Similar ERP / Enterprise Management System Projects          |                    |                |
| 5   | Appointment / Reference Letters and/or Completion Certificates for Similar Projects |                    |                |
| 6   | Project Team Structure and CVs of Proposed Team Members                             |                    |                |

|    |                                                                 |  |  |
|----|-----------------------------------------------------------------|--|--|
| 7  | Proof of Qualifications and Experience of Proposed Project Team |  |  |
| 8  | Training and Change Management Plan                             |  |  |
| 9  | System Support and Maintenance Proposal                         |  |  |
| 10 | Business Continuity and Disaster Recovery Plan                  |  |  |
| 11 | Detailed Pricing Schedule for the Three (3) years               |  |  |

### A.3 Declaration by Bidder

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

- Name of Bidder: \_\_\_\_\_
- Authorised Signatory: \_\_\_\_\_
- Signature: \_\_\_\_\_
- Date: \_\_\_\_\_

### PRICING SCHEDULE

1. As part of the bid document, the bidder is requested to also provide a detailed pricing schedule in line with the scope of work as depicted on this RFP document.
2. The bidder is requested to provide a total FIXED bid price.
3. The pricing proposal must provide clear activities with their own fixed price.

## 1. INTRODUCTION

The Nkomazi Special Economic Zone (NSEZ) is a state-owned entity established in terms of the Special Economic Zones Act, 2014 (Act No. 16 of 2014), with a mandate to promote economic growth, industrial development, investment, job creation and economic transformation within the Nkomazi region and the broader Mpumalanga Province.

NSEZ is strategically located along the Maputo Development Corridor and is intended to serve as a multi-sector industrial hub, with key areas of focus including agro-processing, logistics and transport, manufacturing and energy. In executing its mandate, NSEZ is committed to sound governance, operational efficiency, accountability, compliance with applicable legislation and the effective, efficient and economical utilisation of public resources.

NSEZ is a developing entity that is progressively expanding its operational activities, institutional capacity and organisational structure. As the organisation grows, the effective management of financial, procurement, human resources, asset management, contractual, administrative and other business processes becomes increasingly important.

NSEZ currently does not have an integrated Enterprise Resource Planning (ERP) system. Consequently, certain business processes are managed through manual procedures, spreadsheets and/or separate systems. The absence of an integrated system presents challenges relating to information sharing, process integration, data management, reporting, monitoring, workflow management and the effectiveness of internal controls.

The continued reliance on manual and fragmented processes may result in duplication of information, delays in processing, limited visibility of transactions, inconsistent data and difficulties in obtaining accurate, reliable and timely management information for decision-making.

NSEZ therefore intends to establish an integrated ERP environment that will centralise business information and standardise key organisational processes. The system should facilitate automated workflows, appropriate approval controls, segregation of duties, user access management, audit trails, document management, reporting and effective management oversight.

The proposed ERP solution must be secure, user-friendly, scalable, configurable and capable of integrating with relevant existing and future systems. The solution should address NSEZ's current

operational requirements while providing sufficient flexibility to accommodate future organisational growth, additional users, evolving business processes and additional functionality.

The proposed ERP system should enable NSEZ to streamline and automate business processes, improve operational efficiency, strengthen internal controls, enhance data integrity and management reporting, support informed decision-making, improve organisational oversight and provide a scalable technology platform that can grow with the organisation.

NSEZ accordingly seeks to appoint a suitably qualified and experienced service provider to supply, implement, configure and integrate an ERP system, including user training, technical support, system maintenance and related services for a period of three (3) years.

## **2. INVITATION TO BID**

As a developing entity, Nkomazi Special Economic Zone (NSEZ) requires an integrated enterprise management system capable of supporting its current and future business requirements, improving operational efficiency, strengthening internal controls, enhancing reporting and providing reliable management information.

Nkomazi Special Economic Zone (NSEZ) invites suitably qualified, experienced and reputable service providers to submit bids for the supply, configuration, implementation, integration, customisation, training, support and maintenance of an Integrated Enterprise Resource Planning (ERP) / Enterprise Management System for a period of three (3) years.

The appointed service provider will be required to provide a secure, user-friendly, scalable and integrated solution that supports key NSEZ business functions, including Finance and Accounting, Supply Chain Management and Procurement, Human Resources and Payroll, Asset Management, Budgeting, Contract Management, Reporting, Document Management and Workflow Management, in accordance with applicable legislation, regulations and NSEZ policies and procedures.

The appointment of an ERP service provider is therefore intended to enable NSEZ to centralise and integrate its business processes, reduce reliance on manual and fragmented processes, strengthen approval workflows and internal controls, improve data management and reporting, and provide a scalable technology platform capable of supporting the organisation's current and future growth.

### **3. PURPOSE OF THE BID**

The purpose of this procurement is to appoint a suitably qualified, experienced and reputable service provider to supply, configure, implement, integrate, customise where necessary, train users, support and maintain an integrated Enterprise Resource Planning (ERP) / Enterprise Management System for NSEZ.

The ERP system is intended to:

- Integrate and streamline key business processes across NSEZ;
- Improve operational efficiency and productivity;
- Provide a centralised and reliable source of organisational information;
- Strengthen financial, procurement, human resources, asset and administrative controls;
- Improve planning, budgeting, monitoring and reporting;
- Support effective approval workflows and segregation of duties;
- Enhance data security, accountability and auditability;
- Reduce reliance on manual and fragmented processes;
- Provide timely and accurate information to support management decision-making;
- Support compliance with applicable legislation, regulations and NSEZ policies; and
- Provide a scalable solution capable of supporting NSEZ's current and future growth.

The solution should, accommodate the functional requirements of Finance and Accounting, Supply Chain Management and Procurement, Human Resources and Payroll, Asset Management, Budgeting, Contract Management, Reporting, Document Management and Workflow Management, as applicable to NSEZ's operational requirements.

### **4. SCOPE OF WORK**

#### **4.1 System Supply and Implementation**

NSEZ seeks to appoint a suitably qualified and experienced service provider to supply, implement, configure, integrate, customise, support and maintain an Integrated Enterprise Management System / ERP Solution for NSEZ.

The appointed service provider will be responsible for the complete implementation of the solution, including the following:

#### **4.1.1 Implementation Requirements**

The service provider must:

- Supply and implement a secure, scalable and user-friendly ERP solution.
- Configure the system according to NSEZ's business requirements.
- Conduct business process analysis and system requirements assessment.
- Configure appropriate workflows, approval levels and user roles.
- Migrate and/or capture relevant existing data into the system.
- Configure system controls and audit trails.
- Provide system documentation and user manuals.
- Provide project management throughout the implementation.

#### **4.2 Tax Management and Compliance**

The system must provide functionality to support NSEZ's applicable tax obligations, including:

- VAT management and reporting;
- PAYE, UIF and SDL management, where applicable;
- Income tax and other applicable tax obligations;
- Automated tax calculations;
- Tax reconciliations;
- Tax reports and supporting schedules;
- Tax compliance monitoring and statutory submission reminders;
- Maintenance of tax records and supporting documentation;
- Integration between tax and financial transactions; and
- Audit trails for tax-related transactions and adjustments.

The system should be capable of accommodating changes in applicable tax legislation and SARS requirements.

#### **4.3 Human Resources and Payroll**

The system should provide functionality for:

- Employee records;
- Recruitment and onboarding;
- Leave management;

- Payroll processing;
- Employee benefits;
- Deductions;
- PAYE/UIF/SDL calculations and reporting, where applicable;
- Employee self-service;
- Performance management;
- Training and development; and
- HR reporting.

#### **4.4 Budget and Planning**

The system should provide:

- Annual budget preparation;
- Budget allocation;
- Budget monitoring;
- Budget versus actual reporting;
- Forecasting;
- Variance analysis; and
- Management dashboards.
- Audit trails.

#### **4.5 Workflow and Approval Management**

The solution must provide configurable workflows to support NSEZ's organisational approval processes, including:

- Electronic submission and approval of transactions;
- Delegation of authority;
- Multi-level approvals;
- Notifications and alerts;
- Segregation of duties;
- Approval history; and
- Complete audit trails.

#### **4.6 Reporting and Management Information**

The system must provide real-time and configurable reporting capabilities, including:

- Financial reports;
- Procurement reports;
- Budget reports;
- Supplier reports;
- Tax reports;
- Payroll and HR reports;
- Asset reports;
- Contract reports;
- Audit and compliance reports; and
- Custom management reports and dashboards.

#### **4.7 System Integration**

The service provider must provide integration capabilities with relevant internal and external systems, where required, including:

- Banking platforms;
- SARS-related systems, where technically and legally applicable;
- Payroll systems;
- Existing databases and systems;
- Electronic payment systems; and
- Other systems identified during the requirements analysis.

#### **4.8 Data Security and Access Control**

The system must provide:

- Role-based access control;
- User authentication;
- Segregation of duties;
- Data protection and security;
- Audit trails;
- Backup and recovery mechanisms;
- Access logs;
- User activity monitoring; and
- Appropriate controls to protect confidential organisational information.

#### **4.9 Training and Change Management**

The service provider must provide comprehensive training for:

- System administrators;
- Finance users;
- SCM users;
- HR and payroll users;
- Management;
- General users; and
- Other designated NSEZ personnel.

Training must include practical system usage, administration, reporting and basic troubleshooting.

#### **4.10 System Support and Maintenance**

The service provider must provide ongoing:

- Technical support;
- System maintenance;
- Troubleshooting;
- System updates and upgrades;
- Bug fixes;
- Security updates;
- User support;
- Performance monitoring; and
- Service-level support in accordance with agreed response and resolution times.

#### **4.11 Business Continuity and Disaster Recovery**

The solution must provide appropriate:

- Data backup;
- Disaster recovery;
- Business continuity;
- System recovery procedures; and
- Data restoration capabilities.

#### **4.12 Implementation Deliverables**

The appointed service provider will be expected to deliver, at a minimum:

1. Project implementation plan;
2. Business and system requirements specification;
3. Configured ERP system;
4. Data migration plan and implementation;
5. Configured workflows and approval structures;
6. User access and security configuration;
7. System integration;
8. User acceptance testing;
9. Training and user manuals;
10. System documentation;
11. Go-live implementation;
12. Post-implementation support; and
13. Ongoing maintenance and technical support.

#### **4.13 Scalability**

The proposed solution must be scalable and capable of accommodating the growth of NSEZ in terms of:

- Number of employees;
- Number of users;
- Transaction volumes;
- Additional business units;
- Additional functionality; and
- Future integration requirements.

The service provider must clearly indicate the system's scalability, licensing model, implementation methodology, ongoing costs and any additional costs associated with future expansion.

#### **4.14 Minimum System Requirements**

The proposed solution must be an integrated system, with the relevant modules sharing data and information through a centralised platform. NSEZ does not seek isolated standalone systems for each function.

The service provider must demonstrate how the proposed solution will improve efficiency, strengthen internal controls, reduce manual processes, improve reporting and provide reliable management information to support NSEZ's operational and strategic objectives.

#### **4.15 Tax Management Capabilities**

4.15.1 Capture the VAT types (Input, output VAT, exempt suppliers etc.)

4.15.2 Provide reports of tax i.e., VAT 201, EMP501, PAYE

4.15.3 Summary of Vat transactions

4.15.4 Update tax tables (rates) or as when SARS updates the tax tables.

#### **4.16 Asset Management Capabilities**

4.16.1 Generate asset ID numbers for new assets in a sequence. 4.16.2 Load asset useful life and updated useful life.

4.16.3 Accommodate the use of different depreciation methods, ability to apportion the depreciation using numbers of days as well as months.

4.16.4 Assets reconciliation with the general ledger

4.16.5 Assets reconciliation to agree to the general ledger (integration of the fixed asset and GL)

4.16.6 Asset tracking report, this report will be used to do asset verification. This is the report without transactions.

4.16.7 Asset register report outlining the following: location, user, barcode/serial number, and depreciation amount, useful life remaining and carrying value.

#### **4.17 Supplier database**

4.17.1 Add new vendors and updating information as and when required.

4.17.2 Accommodate compliance requirements: BBBEE and Tax

4.17.3 Verify vendor banking details via CSD or SARS

4.17.4 Specify service types for each vendor.

4.17.5 Produce database reports (service types, ownership, BBBEE, etc.)

4.17.6 Assign user rights for segregation of duties.

4.17.7 Upload supplier catalogues for goods and services

#### **4.18 Procurement**

- 4.18.1 Tender Bid Management – update them after every milestone, upload tender documents and extract reports of open and closed tenders.
- 4.18.2 Log RFQ requests
- 4.18.3 Closed open calls once quotations have been received.
- 4.18.4 Attach documents/quotes received (system to have enough space to accommodate documents/quotes received)
- 4.18.5 Track and escalate open RFQ calls as per turnaround time provided.
- 4.18.6 The system to have sufficient space for the specification to be fully captured.
- 4.18.7 Import and export documents in PDF, CSV, Excel, JPG, etc.
- 4.18.8 Extract reports in Excel, CSV, etc.
- 4.18.9 Capture purchase requisitions
- 4.18.10 Capture approval routing for requisitions as per the delegation of authority
- 4.18.11 System to set controls of approvals from 1st approver at all times as per delegation of authority.
- 4.18.12 System to send out alerts to requisition approvers once requisition has been raised.
- 4.18.13 System to attach CSV, Excel, PDF files, etc. whilst raising a requisition.
- 4.18.14 System to generate purchase orders.
- 4.18.15 Capture approval routing for purchase orders as per the delegation of authority
- 4.18.16 System to set controls of approvals from 1st approver at all times as per delegation of authority.
- 4.18.17 System to send out alerts to purchase order approvers once purchase order has been generated.
- 4.18.18 Functionality to send Purchase orders directly to supplier's/service providers.
- 4.18.19 System to be able to produce procurement reports i.e., Open Order Report, Conversion of requisitions to purchase orders report, requisition and purchase order approval report, receipting days' report
- 4.18.20 Selection of Item numbers or items of goods or services relating to supplier catalogues
- 4.18.21 System to receipt open purchase orders (confirming delivery of purchase order)

#### **4.19 Contract Management**

- 4.19.1 Capture and maintain service level agreements (SLAs)
- 4.19.2 Present SLA by business units
- 4.19.3 Send out alerts prior to contract's expiry dates.
- 4.19.4 Set up reminder dates prior to contract expiry date.
- 4.19.5 Extract report of contracts in excel format.

4.19.6 Attach/upload SLAs/contracts using PDF format.

4.19.7 System to have enough space to accommodate uploading of SLA's/contract documents.

#### **4.20 Training**

4.20.1 Bidder must provide initial training onsite and online for all the required staff members; and

4.20.2 Training should include training of tools and technology, and specific processes.

### **5. PROJECT PHASES**

The project phases for implementing an ERP system will be influenced by both the solution scope and the allocated budget. By considering both factors, the project team can develop a realistic plan that aligns with the organization's goals and constraints. This ensures that the ERP implementation is both technically feasible and financially viable, allowing for a successful project outcome.

### **6. REPORTING**

The service provider will have to provide interim progress reports to the CFO at agreed frequencies (i.e. monthly), describing work progress, any challenges encountered and proposed responses, an updated work schedule, and further planned actions.

Reports submitted will be approved within timeframes agreed with NSEZ, but in any case not later than two (2) weeks to avoid delays. Reports will be submitted in respect of key variables for decision-making and approval.

The service provider will provide a project close-out report together with a final invoice and statement of account at conclusion of the contract.

### **7. MANAGEMENT OF THE SERVICE PROVIDER**

The CFO will be the project manager. He will then establish a project steering committee to engage regularly with the service provider to complete the various delivery items efficiently. The project steering committee will meet at least monthly, and the Service provider will report progress at these meetings and receive instructions and guidance within the scope of work allocated to it.

## 8. PROFILE OF THE BIDDING ENTITY

Prospective tenderers may submit bids as single entities or may enter into a consortia or sub-contracting arrangements, but must nevertheless offer the range of skills, resources and experience to comprehensively respond to the requirements of this Request for Proposal (RFP).

The individual team members' skills and experience in combination with the organizational experience will be reflected as the tender entity's skills and experience. The tenderer will be held accountable in terms of the tenderer's contract for ensuring project deliverables and for the professional conduct as well as integrity of its team members. The tenderer is expected to perform the detailed financial, technical, B-BBEE, institutional and legal work and any other work required to execute the project.

The Tenderer must, amongst other things, demonstrate the following:

- a) Experience in similar projects and programmes.
- b) Knowledge of national and international best practices.
- c) Multi-disciplinary technical strength.
- d) An opportunity for skills development within NSEZ.
- e) A single point of accountability for getting the task at hand completed successfully and on time.

**Note:** A lead team member may perform more than one (1) function as specified in the Technical Evaluation Criteria but must then be able to meet the requirements for each of the lead roles for which the team member is proposed for.

## 9. APPOINTMENT OF A PREFERRED BIDDER

Subject to the provisions of the NSEZ Supply Chain Management Policy and the Preferential Procurement Regulations, 2022:

**NSEZ reserves the right to:**

- Appoint one or more bidder(s) to provide the required service.
- Where applicable, negotiate the final fee or rates with the preferred bidder(s)
- NSEZ reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.

## 10. EVALUATION CRITERIA

The three-stage tender evaluation and awarding process will be used to adjudicate the tender documents that will be submitted by potential bidders. The stages are described as being.

- **Stage 1** – Responsiveness assessment: Tenders assessment in terms of the tender specification.
- **Stage 2** – Functionality assessment
- **Stage 3** – Quantitative assessment: Financial offer (tender price) evaluation and Specific goals: Evaluation of the bidders scores for the price submitted and scoring of bidders on their specific goals. A bidder scoring the highest points in terms of price and the specific goals will be recommended for appointment. 80/20 evaluation criteria will be used for this bid.

## 11. EVALUATION PROCESS

Bids will be evaluated in three stages:

### 11.1 STAGE 1: MANDATORY COMPLIANCE (PRE-QUALIFICATION)

Non-compliant → Disqualified

### 11.2 STAGE 2: FUNCTIONALITY EVALUATION

#### Assessment of Functionality

Assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of 70 points (out of 100 points), i.e. 70%, for Functionality in order to qualify to proceed to the presentation stage.

The evaluation at this stage will be based on functionality in line with the terms of reference. **The top three (3) bidders who meet the minimum functionality threshold of 70% will be invited to do a presentation to demonstrate their understanding of the bid, in line with the evaluation criteria as stated above.** Bidders who meet the minimum functionality threshold and successfully complete the presentation stage will proceed to the evaluation of Price and Specific Goals in Stage 3.

#### 11.2.1 Functional criteria - The proposal will be evaluated based on the criteria indicated below.

| No | Item                                                                                 | Description                                                                                                                                   | Weights (%) |
|----|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. | <b>Technical Experience (Implementation / Development of ERP or similar systems)</b> | Company profile – Clearly providing detailed information of all projects undertaken by the bidder, with reference letters. Information on the | <b>30</b>   |

| No | Item                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Weights (%) |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|    |                                                                                                                                                                                                                                    | <p>company profile to include amongst others:</p> <ul style="list-style-type: none"> <li>○ Customer information</li> <li>○ Start and End date for the work done.</li> </ul> <p>Provide reference letters with contacts for verification of projects completed.</p> <ul style="list-style-type: none"> <li>• 5 or more reference letters with contactable references (30)</li> <li>• 3 - 4 reference letters and contactable references (20)</li> <li>• 1 - 2 reference letters and contactable references (10)</li> </ul> |             |
| 2. | <b>Technical Assessment and Methodology</b><br><br><b>Must include:</b> <ul style="list-style-type: none"> <li>• <b>System Design</b></li> <li>• <b>User-Friendly System</b></li> <li>• <b>Implementation Timelines</b></li> </ul> | <p>The bidder must demonstrate their understanding of the scope. To be read with the scope of work as outlined in section the functional scope above.</p> <p>The bidder must outline the exact course of action to move business initiatives from abstract ideas to reality. Demonstrate step-by-step, replicable processes that harmonize project execution across teams and departments.</p> <ul style="list-style-type: none"> <li>• Detailed Technical Assessment and Methodology (35)</li> </ul>                     | 35          |

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| No | Item                                                                                                                                                                                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Weights (%) |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|    |                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>Moderate Technical Assessment and Methodology (20)</li> <li>Poor Technical Assessment and Methodology (5)</li> </ul> <p><b>(This information to be provided as part of the bidding process)</b></p>                                                                                                                                                                                                                                   |             |
| 3. | <b>Project Plan</b><br><br><b>Must include:</b> <ul style="list-style-type: none"> <li>Scope of Work</li> <li>Project Timeline</li> <li>Resources</li> <li>Conclusion/Summary</li> </ul> | <p>Bidder to provide a realistic schedule and timeline for the implementation of the project based upon NSEZ priorities, the duration of each phase and available resources.</p> <ul style="list-style-type: none"> <li>Detailed Project Plan with clear timelines for the implementation (15)</li> <li>Moderate Project Plan with vague timelines for the implementation (10)</li> <li>Poor Project Plan with no or limited timelines for the implementation (5)</li> </ul> | 15          |
| 4. | <b>Project Resources:</b>                                                                                                                                                                | <p>The service provider should present the project team structure with a summary of the team's qualifications and experience <b>(the information should be provided in a CV format and include years of experience).</b></p> <ul style="list-style-type: none"> <li>Project lead (NQF level 8 or higher) – Honours BSc or</li> </ul>                                                                                                                                         | 20          |

| No                                    | Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weights (%) |
|---------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                       |      | <p>equivalent Information Technology (10)</p> <ul style="list-style-type: none"> <li>• Project Team 3 or more members with at least one (NQF level 7) – BSc or equivalent Information Technology (10)</li> <li>• Project Team 1 - 2 members with at least one (NQF level 7) – BSc or equivalent Information Technology (5)</li> </ul> <p><b>Note: The Project Lead must have NQF Level 8 or higher to score the 10 points allocated for the position. If the Project Lead does not meet this requirement, 0 points will be awarded for the Project Lead. Where the requirement is met, a team of 1–2 members will score 15 points, while a team of 3 or more members will score the full 20 points.</b></p> |             |
| <b>Total Functionality Assessment</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>100</b>  |

| Response    | Score | Minimum assessment criteria                                                                                                             |
|-------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------|
| No response | 0     | The bidder does not include the relevant information required in the bid document.                                                      |
| Poor        | 2     | The bidder submits <u>relevant</u> information but is either incomplete or <u>somewhat lacking</u> in addressing the expected response. |
| Adequate    | 3     | The bidder provides <u>sufficient information</u> as expected that addresses the required response adequately.                          |

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|           |   |                                                                                                                                                                                                                                                                                            |
|-----------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Very good | 4 | The bidder provides <u>more than sufficient</u> information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response.                                                                                                            |
| Excellent | 5 | The bidder provides more than sufficient information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response. In addition, the bidder provides <u>innovative solutions and/or approach</u> to address the identified problem(s) |

**Bidder to obtain a minimum of 70% to be evaluated further for price and specific goals.**

### 11.3 STAGE 3: PRICE AND PREFERENCE EVALUATION

The **80/20 preference point system** shall be applied for the purpose of this bid, as per the requirements of the *Preferential Procurement regulations*

**Price: 80 points**

**Specific Goals: 20 points**

| Criteria        | Points     |
|-----------------|------------|
| Points on Price | 80         |
| Specified Goals | 20         |
| <b>TOTAL</b>    | <b>100</b> |

#### SPECIFIC GOALS

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

The 80/20 preference point system for acquisition of services, works or goods up to the Rand value of R50 Million (VAT inclusive):

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

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of the lowest acceptable tender

A maximum of 20 points can be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goals will be added to the points scored for price.

#### **POINTS AWARDED FOR SPECIFIC GOAL(S)**

##### **IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

In terms of Regulations 5(2) & 6(2) of the 2022 PPR, preference points are awarded only for achievement of the **specific goals** set out in the tender, per its own scoring schedule.

Bidders must submit **relevant evidentiary documentation**, as specified in the tender, to support each claim.

#### **Complete below and Refer to attached: SBD 6.1 – Preference Points (Specific Goals)**

This project is subject to the **Preferential Procurement Regulations (2022)** and preference will be given to respondents who comply with the NSEZ's Procurement Policy and Procedures.

#### **EVALUATION USING A POINT SYSTEM**

- The bidder with the highest total points wins.
- Preference points are calculated based on comparative prices and achievement of specific goals.
- Scores must be rounded to two decimal places.
- If tied on total points, the highest specific-goal points win.
- If still tied and functionality applies, highest functionality score wins

## 12. CONFIDENTIALITY

This bid and all information in connection therewith shall be held in strict confidence by interested parties and usage of such information shall be limited to preparation of the bid.

## 13. ENQUIRIES

Enquiries related to this bid may be addressed via email on or before **04 October 2026** at 12 h00 time as indicated below:

|                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>All Supply Chain Management enquiries must be directed to:</b>                                                                                                                                                         |
| <br>Ms BN Mahlalela<br>NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)<br>Supply Chain Management Unit:<br><a href="mailto:scm@nkomazisez.gov.za">scm@nkomazisez.gov.za</a><br><br><b>This bid is valid for a period of 90 days.</b> |

## 14. CLOSING DATE AND TIME

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

**Date: 05 November 2026**

## 15. METHOD AND PLACE OF SUBMISSION

All bid documents, together with supporting documents, must be submitted in a sealed envelope marked with the bidder's name, bid number, bid description and closing date, and deposited in the tender box by the stated closing date and time. The address is:

### MEGA HEAD OFFICE

**02 Eastern Boulevard, Riverside**

**MBOMBELA**

**1200**

**All bidders are requested to submit the documents in two [2] formats, namely, one [1] original copy and one [1] soft copy [USB]**

## **SECTION 2: RESPONDENT INFORMATION**

## SECTION 2: RESPONDENT INFORMATION

(To be completed by Respondent)

### Respondent Information

1. Name of company: \_\_\_\_\_

2. Company registration number: \_\_\_\_\_

3. Address of company:

Postal Address:

Street Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company's internet address: \_\_\_\_\_

4. Contact person:

Name:

Designation:

Telephone number:

Fax number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Names of the directors of your company:

Name:

Designation:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

6. Total number of Employees: \_\_\_\_\_

7. Declaration:

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

(Company name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

This bid is signed in my capacity as: \_\_\_\_\_

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## **SECTION 3: TERMS AND CONDITIONS**

## **SECTION 3: TERMS AND CONDITIONS**

(To be read very carefully by respondent)

### **Standard Conditions for Request for Proposals**

#### **1. INTERPRETATION AND DEFINITIONS**

##### **1.1 Definitions**

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

1.1.1 "Entity": Nkomazi Special Economic Zone

1.1.2 "Closing date": the date and hour specified in the document

#### **2. REQUEST FOR PROPOSALS INVITATION**

##### **2.1 Request for Proposal Preparation**

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

##### **2.2 Confidentiality**

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

##### **2.4 Samples**

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

#### **3. REQUEST FOR PROPOSALS**

##### **3.1 Document requiring completion and return**

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

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

### **3.2 Amendment of documents by NKOMAZI SEZ**

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

## **4. PREPARATION OF REQUEST FOR PROPOSAL(S)**

### **4.1 Language of documents**

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

## **5. SUBMISSION OF BIDS**

### **5.1 Address and marking of requests for proposal(s)**

All requests for Proposals must be:

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

### **5.2 Number of copies required**

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

### **5.3 Closing date**

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

### **5.4 Late submissions**

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

## **SECTION 4: GENERAL CONDITIONS OF CONTRACT**

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2. Application</b>                                            | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. General</b>                                                | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>4. Standards</b>                                              | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>5. Use of contract documents and information; inspection.</b> | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| <b>6. Patent rights</b>                                          | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>7. Performance security</b>                                   | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

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

**(RFP) APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION, LICENSING, MAINTENANCE AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) FOR A PERIOD OF THREE (3) YEARS**

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## **SECTION 5: STANDARD BIDDING DOCUMENTS (SBD FORMS)**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| Full Name | Identity Number | Name of organ of state |
|-----------|-----------------|------------------------|
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |
|           |                 |                        |

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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.

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| Supplier registration number (MAAA) | Status (active/inactive/deleted) |
|-------------------------------------|----------------------------------|
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

### 3 GENERAL DECLARATION

I, ....., the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

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

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company  
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....