



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

RFQ: LTVET -003/2024

**SUPPLY AND DELIVER 405 CPU TOWERS WITH PERIPHERALS IN COMPUTER LABS -
LOVEDALE TVET COLLEGE**

NAME OF BIDDER:
CSD REGISTRATION NO.:
CLOSING DATE: 22 JANUARY 2025
TIME: 11H00

Lovedale TVET College
Supply Chain Management Unit
Head Quarters
1 Amatola Row
King William's Town
5600

SCM specific enquiries:
Mr Z. Makehle
Tel no. 087 238 2223 ext. 1056 during working hours.
Email address: zipho.makehle@lovedale.org.za

Project specific enquiries:
Mr Y. Sotshongaye
Tel No. 087 238 2223 ext. 1047 during working hours.
Email address: yandisa.sotshongaye@lovedale.org.za

Approved by: 

Deputy Principal: Finance

Date: 18/12/2024

INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS

Lovedale TVET College requests your quotation for the goods and/or services listed hereunder in this RFQ document. Bidders are requested to furnish all information requested and return their quotation submission on the date stipulated in this invitation and the RFQ advertisement. Late and incomplete submissions will invalidate the quotation submitted.

RFQ NO.:	LTVETC-003/2024
DESCRIPTION OF GOODS / SERVICES	Appointment of a suitable supplier to supply and deliver 405 CPU towers with peripherals to three (3) computer labs in Lovedale TVET College
ADVERT DATE:	19 December 2024
CLOSING DATE:	22 January 2025
CLOSING TIME:	11:00AM
COMPULSORY BRIEFING MEETING DATE & TIME: VENUE:	N/A
SUBMISSION OF RFQs:	Tender Box Lovedale TVET College - Headquarters Supply Chain Management Unit, 1 Amatola Raw Qonce 5600
TECHNICAL ENQUIRIES:	Mr Y. Sotshongaye Tel No: 087 238 2223 ext. 1047 during office hours Email address: yandisa.sotshongaye@lovedale.org.za
SCMU SPECIFIC ENQUIRIES	Mr Z. Makehle Tel No: 087 238 2223 ext. 1056 during office hours Email address: zipho.makehle@lovedale.org.za

BIDDING DOCUMENT

SBD 1	Invitation to Bid
RFQ	Request for Quotation: Terms of Reference
ANNEXURE A	Special Condition of Contract
ANNEXURE B	Evaluation Criteria
FORM A	Tender and Declaration
FORM B	General Undertaking by Tenderers
FORM C	Pricing Submission & declaration
SBD 3.3	Pricing Schedule (Professional Services)
SBD 4	Declaration of Interest
SBD 6.1	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2017
SBD 8	Declaration of Bidder's Past SCM Practices
SBD 9	Certificate of Independent Bid Determination
GCC	Government Procurement General Conditions of Contract 2010



SBD 1

FORM A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LOVEDALE TVET COLLEGE)				
BID NUMBER:	LTVETC-003/2024	CLOSING DATE: 22 January 2025		CLOSING TIME: 11:00
DESCRIPTION	Appointment of a suitable supplier to supply and deliver 405 CPU towers with peripherals to Computer Labs in Lovedale TVET College.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
LOVEDALE TVET COLLEGE				
Headquarters 1 Amatola Row King William's Town 5600				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Z. Makehle		CONTACT PERSON	Mr Y. Sotshongaye
TELEPHONE NUMBER	087 238 2223 Ext 1056		TELEPHONE NUMBER	087 238 2223 Ext 1047
E-MAIL ADDRESS	zipho.makehle@lovedale.org.za		E-MAIL ADDRESS	yandisa.sotshongaye@lovedale.org.za
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR CENTRAL SUPPLIER DATABASE No	: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE: WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



The Supplier must supply and deliver the equipment as stipulated below, which **must** be original, brand new/unused, **MUST BE BUSINESS TYPE OF UNITS NOT HOME BASE TYPE** (i.e computers manufactured to be used by home base users) and be able to meet at the least the following:

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General conditions of service requirement

- a) The successful supplier must undertake to provide the professional resources required so that the college attains optimum project objectives.
- b) The successful supplier is required to deliver within three (3) weeks on receipt of purchase order from the College to the following sites:-

No	Campus Name	Address	Total CPU Towers with Peripherals
1.	King Campus	No 1 Amatola Row Qonce	189
2.	Alice Campus	Victoria Road, Alice	125
3.	Zwelitsha Campus	1 Gert Goosen Road, Zwelitsha	91

- c) Supply all required equipment in accordance with the specification as outlined in scope of work tabulated in the above table.

2.2 No obligation to Proceed

The LTVETC reserves the right to discontinue the Proposal evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the proposal process.

2.3 PAYMENT

- 2.3.1 An invoice should be invoiced on a once off basis. A service level agreement will be undertaken with the successful bidder to determine the milestone payment, project delivery plan should be submitted on award to indicate the delivery plan
- 2.3.2 All delivery notes should be signed off by an identified LTVETC representative and attached to the relevant invoice. If the delivery notes is not signed off by the LTVETC representative, or not attached to the invoice, the invoice will not be paid and be referred back to the service provider.
- 2.3.3 The college will advise on the contact person for all the offerings and campus engagements.
- 2.3.4 The Supplier to notify the office of the Chief Financial Officer immediately if any problems are experienced. at any of the college sites during their operation.

3. SPECIFIC CONDITIONS REGARDING OFFER

- 3.1 Should the Supplier withdraw the offer within the period for which prices shall remain open for acceptance or fail to fulfil the contract when called upon to do so, LTVETC may, in addition to any other remedies it may have, withdraw the offer or cancel the contract. The Service Provider will then pay the College any expenses incurred by them having either to accept a less favorable offer, or, if new offers must be called for, additional expenditure incurred by the call for new offers and by the subsequent acceptance of a less favorable offer.
- 3.2 Tenderers may not tender for a specific campus (Partial completion of the documentation required in respect of any one campus will result in disqualification of your proposal).



3.5 The Evaluation Panel shall select Supplier(s) on the basis of a ranking which will be determined in accordance with the evaluation criteria described in this bid document, for approval by the Accounting Officer of LTVETC.

3.6 LTVETC may limit the contract awards. In the event of the highest scoring tenderer in respect of a subsequent sector having already been awarded a contract for a previous sector, the subsequent contract award may be made to the next highest scoring tenderer which has not already been awarded a contract.

3.7 LTVETC reserves the right to engage with any preferred tenderer in post-tender negotiations on price and other matters.

3.8 In the event that LTVETC and a preferred tenderer reach deadlock in any such post-tender negotiations, the College reserves the right to terminate the negotiation process.

3.9 Detailed evaluation results and Tenderer ratings shall not be published.

3.10 ADDITIONAL CONDITIONS

3.10.1 All prices must be inclusive of VAT.

3.10.2 All payments will be made in accordance with General Conditions Regarding of Offer”.

3.10.3 LTVETC does not commit to pay any costs incurred by any preferred tenderer or Service Provider in the negotiations with LTVETC, nor any costs incurred by any preferred tenderer or Service Provider in submitting a price, technical, or other revisions of their proposals as may result from negotiations.

3.10.4 Every bid submitted must remain open for a period of one hundred and twenty days (120) days from date of closure and may be accepted at any time during the period of one hundred and twenty days (120) days.

3.11 COMPANY PROFILE

A profile containing at least the following must accompany the offer:

- ✓ Proof of existence of service facilities
- ✓ Demonstrable ability to conduct large scale procurement of computer equipment.
- ✓ References of projects of similar nature,
- ✓ Detail of ownership etc
- ✓ An understanding of public sector related legislative and accountability framework.
- ✓ Contingency plans
- ✓ Submit documentation and state all legal requirements.

3.14 NOTES TO THE SUPPLIERS:

3.14.1 The Supplier shall take cognizance of “green” methodologies as dictated be advanced in technology and make their recommendations on their quotations to LTVETC where possible/required.

3.15 VESTED INTEREST

3.15.1 Parties participating in this offer need to declare any vested interest they may have in

LOVEDALE TVET COLLEGE. The statement provided for in the Form of Offer must be completed and signed.



3.16. Particulars to be included on the supplier's invoice

The following information must be included on the successful contractor's invoice:

- Date of Invoice;
- Company name;
- Company address;
- Company VAT number;
- Company CSD number;
- Invoice number;
- Order number
- Description of goods & services
- All invoices must be addressed to: LOVEDALE TVET COLLEGE,

3.17 Orders

Goods shall be delivered only upon receipt of a written official purchase order from LTVETC, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

Annexure A

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SECTION A: INTRODUCTION, LEGISLATION, AND EVALUATION CRITERIA.

1 INTRODUCTION

2 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and contracts animating there from will be subject to the General Condition of Contract (GCC) issued in accordance with treasury Regulation 15A published in terms of the Public Finance Management Act, 1999(Act 1 of 1999), The Special Condition of Contract (SCC) are supplementary to that of the GCC. where, however, the SCC are in conflict with the GCC the SCC prevail.

2.1 Tax Legislation

2.1.1 Bidder(s) must be compliant when submitting a quotation to the LTVETC and remain compliant for the entire contract term with all application tax legislation, including but not limited to the income Tax Act, 1962(Act No 58 of 1962) and Value Added Tax Act, 1991(Act No. 89 of 1991).

2.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangement have been made with SARS to meet the bidder's tax obligations.

2.1.3 The Tax Compliance status requirements is also applicable to foreign bidders/individuals who wish to submit bids.

2.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

2.1.5 Bidders are required to be registered on the CSD and LTVETC shall verify the bidder's tax compliance status through the CSD.

2.1.6 Where Consortia/ Joint Ventures /Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

2.2 Procurement Legislation

The LTVETC has a detailed evaluation criteria premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999(Act, no 1 of 1999), the Preferential Procurement Policy Framework Act 2000(Act No 5 of 2000) and the Broad based Black Economic Empowerment Act, 2003 (Act, No.53 of 2003)

2.3 Technical legislation and/ or Standards

Bidder(s) should be cognizant of the legislation and/or standards specifically applicable to the service.

2.4 Document Accessibility

Documents will be available on advert in the college website ie www.lovedale.edu.za

3. TIMELINES OF THE BID PROCESS.

The period of validity of bid and the withdrawal of offers, after the closing date and time is 120 days. The project timeframe of this bid is set out below.

Date issued	19 December 2024
Tender closing date	22 January 2024 at 11H00
Validity Period	120 Days

All the dates and times in this bid are South African standards time.



Any time or date in this bid is subjected to change at the LTVETC discretion. The establishment of at time or date in this bid does not create an obligation on the part of the LTVETC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder requirements of this otherwise will apply equally to the extended deadline.

4. Contact and Communication

5.1.1 All communication between bidder(s) and LTVETC must be done in writing

5.1.2 All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the bidding process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

5.1.3 The LTVETC will communicate in writing with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

5. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration, and where practicable, will be returned unopened to the bidder.

6. COUNTER CONDITIONS

6.1 Bidders attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidder may result in the invalidation of such bids.

6.2 The LTVETC reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time.

6.3 If the LTVETC exercise its rights to change information in terms of the above clause, it may seek emended bid documents from all bidders.

7. FRONTING

The LTVETC supports the spirit of broad-based economic empowerment and recognizes that real empowerment can only be achieved through individuals and business conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the LTVETC condemns any form of fronting.

8. SUPPLIER DUE DILIGENCE

The LTVETC reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period.

9. SUBMISSION OF PROPOSALS

9.1 Bid documents may either be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.

9.2 Bid documents will only be considered if received by the LTVETC on or before the closing date and time, regardless of the method used to send or deliver such documents to the LTVETC.

9.3 Bidder(s) are requested to initial each page of the tender document on the space provided on each page.

10. EVALUATION AND SELECTION CRITERIA

10.1 LOVEDALE TVET COLLEGE has set minimum standards that bidder needs to meet to be evaluated and selected as successful bidder. The minimum standards consist of the following:

Stage 1: Administrative Compliance	Bidders must submit all documents as outlined in paragraph below on 10.2
Stage 2: Functionally	Bids will be assessed to verify bidder capability and ability to execute the contract Evaluation criteria is stipulated in Annexure B: Only bidders that achieve a minimum of 70% will proceed to stage 3
Stage 3 Price and Specific Goals	Bids will be evaluated in terms of the 80/20 preference points system

10.2 STAGE 1: Administrative Compliance

Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During the evaluation stage, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This stage is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified

Mandatory requirements that must be submitted in stage one (1).

Company Bank Rating Letter	The bidder Must submit a copy of the bidder's latest available bank rating.
Shareholding Portfolio	The bidder Must submit valid proof of registration of the company with Cipro/CIPC. If by law registration with CIPRO/CIPS is not required, proof of ownership/shareholding must be provided.
SBD 1 –Invitation to Bid	Complete and sign the attached document.
Tax Status	A bidder must submit a hard copy of the Tax Clearance Certificate or SARS pin number.
SBD 4- Declaration of Interest	Complete and sign the attached document.
SBD 6.1 –Preference Point Claim	Complete and sign the attached document - non submission of Specific Goals or sworn affidavit will lead to zero (0) score on Specific Goals
SBD 8 – Declaration of Bidder's Past supply chain Management	Complete and sign the attached document.
SBD 9 – Certificate of Independent Bid Determination	Complete and sign the attached document.
Registration on Central Supplier Database (CSD)	The bidder must be registered as a supplier/service provider on the CSD (proof of CSD must be attached).
Bidder's declaration (Annexure)	Complete and sign
Pricing Submission (Annexure)	Complete and sign



STAGE 2 FUNCTIONALITY CRITERIA

10.3.1. Only bidders who have complied with all mandatory and pre-qualification requirements will be evaluated for functionality. During this phase, minimum total score of **70 points** required for functional requirements per category.

10.3.2. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

10.3.3. Bidders will not rate themselves but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

10.3.4 The BEC members will individually evaluate the responses received against the criteria listed in **Annexure B**.

10.3.5 A minimum percentage score of **70 points** will apply for evaluation. Bidders who do not meet this pre-qualification percentage would not progress for further evaluation.

10.3.6 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as fraction of the best possible score for all criteria.

10.3.7 Only bidders who have met minimum threshold of **70 points** will be considered for price and BBBEE point's evaluation as indicated hereunder.

10.4. STAGE 3 PRICE AND SPECIFIC GOALS POINTS EVALUATION

10.4.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000(Act 5 of 200), responsive bids will be adjudicated by the State on the 80/20 preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

The following formula will be used to calculate the points for price:

$$Ps = 80 \times \frac{Pt - P_{min}}{P_{min} - P_{min}}$$

Where

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

10.4.2 A maximum of 20 points may be allocated to a bidder for attaining their specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be completed by the organ of state)
Black ownership: An EME or QSE which is at least 51% owned by black people	6
Women ownership: An EME or QSE which is at least 51% owned by women	6
Youth ownership: An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4
Disability: An EME or QSE which is at least 51% owned by people with disability	4
Total Points	20

10.4.3 Bidders are required to complete the preference claim form (SBD 6.1),

10.4.4 The College may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

10.4.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for Specific Goals.

10.4.6 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for Specific Goals, the contract will be awarded to the bidder scoring the highest for functionality.

10.4.7 should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

10.4.8 A contract may, on reasonable and justifiable grounds, be awarded to a bid that does not score the highest number of points.

11 VALUE ADDED TAX

11.1 All bid prices must be inclusive of 15% Value-Added Tax

11.2 Failure to comply with this condition may invalidate the bid.

12 JOINT VENTURE, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificates.



A trust consortium or joint venture will qualify for points for their B-BBEE status level as an Unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint venture and/or consortium arrangements, NC will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium.

The joint venture and/or consortium agreements must clearly set out the role and responsibility of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

13 SUBCONTRACTING OF THE CONTRACT

Bidders/ tenderers who want to claim Preference points have to comply fully with regulation 11(8) and 11(9) of the PPPFA Act with regards to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) “ A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tender intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is EME that has the capability and ability to execute the sub-contract”

11(9)“ A person awarded a contract may not sub-contract more 25% of the value of the contract to any person other enterprise that does not have an equal or higher B-BBEE status than the person concerned, unless the contract is sub-contract to EME that has the capability and ability to execute the sub-contract.”

SECTION B: GENERAL AND SPECIFIC BID CONDITION



14 GENERAL CONDITION OF CONTRACT

Any award made to a bidder(s) under this bid condition, amongst, upon-

- I. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which the LTVETC is prepared to enter into a contract with the successful bidder(s)
- II. The bidder submitting the GCC to LTVETC together with its bid, duly signed by an authorized representative of the bidder.

15 PRICING STRUCTURE

Prices submitted for this bid must be completed in accordance with the requirement listed in the price proposal (Annexure C) supplied with the bid. Price structured that do not comply with this requirement may invalidate the bid.

16 SERVICE LEVEL AGREEMENT

16.1 Upon awards LTVETC and the successful bidder will conclude a Service Level Agreement regulating the specific terms and condition applicable to the service being procured by LTVETC.

16.2 LTVETC reserves the right to accept or reject any or all amendments or additional proposal by a bidder if such amendments or additions are unacceptable to LTVETC or pose a risk to the organization.

17 SPECIAL CONDITION OF THIS BID

LTVETC reserves the right:

17.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) f of the PPPFA (Act 5 of 2000)

17.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

17.3 To accept part of the tender rather than whole tender.

17.4 To carry out site inspection, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.

17.5 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid.

17.6 To cancel/ or terminate the tender process at any stage, including after the closing date and/or after presentation (if any) have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.



17.7 LTVETC will furnish the Supplier with all relevant data and information which is necessary to perform the services under the agreement.

17.8 LTVETC will become the owner of all information, documents, program, and advice and reports generated and compiled by the Supplier in the execution of the services.

17.9 All information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the LTVETC.

17.10 Should either party fail to carry out any of its obligations in terms of the agreement, then the other party shall be entitled to give the defaulting party notice to comply therewith a period of seven (07) to fourteen (14) days. Should the other party fail to do so, then the other party may without prejudice to any other rights it may have terminate the agreement without any further notice.

17.11 On the termination of the agreement, for the wherever reason, all programmes, reports, etc. must be handed to LTVETC. The Supplier relinquishes the right or retention thereof.

17.12 Travelling costs and time spent or incurred between home and office of consultants will not be from the account of the College.

17.13 The supplier shall disclose all information in its proposed regarding any interest that may result in actual or perceived conflict of interest.

18 LTVETC REQUIRES THE BIDDER(S) TO DECLARE (FORM A)

In the Bidder's Technical responses, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: -

- a) Tender to supply and deliver to the LOVEDALE TVET COLLEGE all of the goods described both in this and the other forms and schedules to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
- c) Further agree to be bound by the conditions, set out in this form **A and Forms B and C** attached hereto, should this tender be accepted.
- d) Confirm that this tender may only be accepted by the LOVEDALE TVET COLLEGE by way of a duly authorized Letter of Acceptance.
- d) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto
- f) Declare that each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between the LOVEDALE TVET COLLEGE the undersigned, on acceptance of the tender by the LOVEDALE TVET COLLEGE.
- g) Declare that I have no participation in any collusive practices with any tenderer or any other person regarding this tender.



19 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, LTVETC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and /or enforcement of intellectual property rights or confidentiality obligation), then the bidder indemnifies and hold LTVETC harmless from any and all such costs which the LTVETC may incur and for any damages or losses LTVETC may suffer.

20 LIMITATION OF LIABILITY

No bid shall be awarded to a bidder who is not tax compliant. LTVETC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of award or has submitted a fraudulent Tax Clearance Certificate to LTVETC, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

21 TENDER DEFAULTERS AND RESTRICTED SUPPLIES

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National

Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

22. RESPONSIBILITIES FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel(including agents, officers, directors, employees, advisors and other representative),its sub-contractors(if any) and personnel of its sub-contractors comply with all terms and conditions of the bid.in the event that the LTVETC allows a bidder to make use of sub-contractors, such subcontractors will at all times remain the responsibility of the bidder and the LTVETC will not under any circumstances be liable for any losses or damaged incurred by or caused by such sub-contractors.

SECTION C POST AWARD CONDITION

23 ROLES AND RESPONSIBILITY

23.1 Contract Administration –Contractors must advise **Supply Chain Management unit immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.**

23.2 Agreement- No other agreements except the Service Level Agreement will be signed with the contractor. The Service Level Agreement must be signed by both parties and two (2) copies of the Service Level Agreement must be signed.

23.3 Supplier Performance Management – Supplier performance management will be the responsibility of end-user and where suppliers' performance disputes relating to the contract cannot be resolved between the Supplier and relevant end-user, LTVETC SCM must be informed accordingly.

ANNEXURE B

Evaluation criteria – Capacity and Capability

BID NO. LTVETC-003/2024

FUNCTIONALITY CRITERIA

Bidders will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. **Only Suppliers scoring 70 points and more will be considered for Price and Specific goals**

FUNCTIONALITY CRITERIA	WEIGHTS
1. Three Contactable references for a similar project (procurement of at least 300 computers and above) within the last 5 years. • 03 Purchase Order / Appointment Letter – 30 points • 02 Purchase Order / Appointment Letter – 20 points • 01 Purchase Order / Appointment Letter – 10 points	30 POINTS
2. SITA RFB 740 contract participation • Listed in SITA RFB 740 - 30 points • Not listed but pending application approval - 20 points • Not listed in SITA RFB 740, no application but has proof of delivering at least 300 computers - 10 points	30 POINTS
3. Supplier to give full details of the equipment quoted including brand, model, generational level and all capacity outlines. • Specializing in delivering MECER, DELL, ACER, LENOVO, ASUS, HP – 40 points • Any other computer brand - 5 points	40 POINTS
TOTAL	100 POINTS

NOTE

- a) The successful supplier will have to provide proof that the delivered devices are business units which run Windows Pro 64-bit Operating System.
- b) Where the specified model is either discontinued or replaced, the replacement items must be equivalent to or better than tendered items. All units must be the latest generation series model and CPU models.



FORM "A" - FORM OF TENDER AND DECLARATION

Bid No: _____

Bid to Appointment of a suitable service to supply and deliver 405 CPU towers with peripherals to three (3) computer labs in Lovedale TVET College for once off period.

DECLARATION: TO: The Principal: LOVEDALE TVET COLLEGE Central Office

I/We, the undersigned:

- a) Tender to supply and deliver to the LOVEDALE TVET COLLEGE all of the services described both in this and the other forms and schedules to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
- c) Further agree to be bound by the conditions, set out in this form A and Forms B and C attached hereto, should this tender be accepted.
- d) Confirm that this tender may only be accepted by the LOVEDALE TVET COLLEGE by way of a duly authorized Letter of Acceptance.
- d) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto
- f) Declare that each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between the LOVEDALE TVET COLLEGE the undersigned, on acceptance of the tender by the LOVEDALE TVET COLLEGE.
- g) Declare that I have no participation in any collusive practices with any tenderer or any other person regarding this tender.

Signed at on this day of 2024

Signature of Tenderer

Name of Tender.....

As Witnesses:

1. Signature Name in fullI.D. No

2. Signature Name in fullI.D. No

Domicilium address:

.....

.....

Where the bidder is a Company, Corporation or Firm a duly authorized resolution must accompany the tender.

PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the LOVEDALE TVET COLLEGE and the Tenderer.
- On acceptance of the tender by the LOVEDALE TVET COLLEGE, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.



- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

FORM “B” - GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

“Act” means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;

“Good Standing” means that the Tenderer and/or nominated person shall not be in any way lawfully indebted to the LOVEDALE TVET COLLEGE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

“Final Delivery Certificate” means the document issued by the LOVEDALE TVET COLLEGE confirming that all known errors and defects have been rectified and that the services and valuations have been rendered in compliance with the Act together with all other terms and conditions of this tender;

“Lovedale TVET College” shall mean the LOVEDALE TVET COLLEGE

“Section” means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83;

“Bid” shall include: the form of Bid and declaration, general Bid conditions, bid specifications, all schedules and proposals

completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the LOVEDALE TVET COLLEGE ’s General Conditions of

Contract and all other schedules thereto;

“Bidder” means the Bidder whose Bid has been duly accepted by the LOVEDALE TVET COLLEGE.

“Closing Date” shall be @11h00 on the 22nd of January 2025

“Validity Period” The Bid shall be valid from the closing date of the Bid to the commencement date (120 days)

“Adjudication process” The period from which the LOVEDALE TVET COLLEGE opens and proceeds to complete the adjudication process resulting in the decision to award the Bid. This period shall not exceed 21 business days from date of submission.

“Letter of Acceptance” Confirmation letter sent by the LOVEDALE TVET COLLEGE to the successful Bidder notifying the Bidder of the Award and calling on the Bidder to accept the Award within 7 business days of the date of Notice, subject to there being no lawful objections lodged during the Statutory Objection Period (10 business days from date of Award Notification).

The LOVEDALE TVET COLLEGE must ensure that any conditions noted in the Letter of Acceptance that are additional to the terms of the Bid are of such a nature that they do not prejudice any unsuccessful tenderer/s and in turn create potential grounds for objections

“Tenderer” The letter of reply by the successful Bidder confirming acceptance of the LOVEDALE TVET COLLEGE Letter of Acceptance

“Commencement Date” This date shall be 10 business days from the date of Notification to unsuccessful Tenderers



“Contract Agreement” Within 30 business days from the Date of Commencement, the LOVEDALE TVET COLLEGE and the successful Bidder shall conclude all agreements necessary for the successful completion of the Bid. The time taken to broker the Contract Agreements shall form part of the Bidder’s contract price and shall form part of the Bidder’s project establishment cost.

The Contract Agreement shall include, but not be limited to the following:

1. General Conditions of Contract
2. Schedule of project objectives and deliverables
3. Project program and time lines
4. Project cash flow
5. Quality management plan
6. The Bid specification

INTERPRETATION:

▪ In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;

- An expression, which denotes:

Any gender, includes the other gender;

A natural person, includes a juristic person and vice versa;

This singular, includes the plural and vice versa;

- Any reference to any statute, regulation or other legislation or official municipal or national

policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the Date of Commencement and as amended or reenacted from time to time;

▪ When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

▪ Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby tender

to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexures to the LOVEDALE TVET COLLEGE on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender) and at the prices and on the terms regarding time for delivery and/or execution inserted therein.



I/We agree further that: the tender herein shall remain binding upon me/us and open for acceptance by the

LOVEDALE TVET COLLEGE during the validity period indicated and calculated from the closing date of the tender;

this tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexure attached hereto:

if I/we withdraw my/our tender after having signed the Letter of Acceptance, or fail to fulfil the contract when called upon to do so, the LOVEDALE TVET COLLEGE may without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Tshwane North College;

in such event I/we will then pay to the LOVEDALE TVET COLLEGE any additional expense incurred by the LOVEDALE TVET COLLEGE for having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender;

the LOVEDALE TVET COLLEGE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract;

pending the ascertainment of the amount of such additional expenditure the LOVEDALE TVET COLLEGE may retain such monies, guarantee or deposit as security for any loss the LOVEDALE TVET COLLEGE may sustain, as determined hereunder, by reason of my/our default.

If my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a

document confirming that a fax has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this tender.

I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate's Court for the district of the LOVEDALE TVET COLLEGE in respect of any action whatever arising from this contract.



FORM “C”

PRICING SUBMISSION AND DECLARATION

BID NO. LTVETC-003/2024

BIDDER’S NAME: -----

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for BID – LTVETC-003/2024 contains the financial response for the bid. The bid pricing submission instruction in the document must be read in conjunction with instructions and notes embedded in the pricing schedule.

1. GENERAL INSTRUCTION FOR COMPLETING THE PRICING SCHUDELE TEMPLATE

1.1 Bid submission format

1.1.1 Bidders must submit the pricing submission with price schedule and price declaration in the same envelope, the bid number, bid description and bidder’s name must be stated on the envelope.

1.1.2 The bidder shall submit One Original copy clearly marked

Bid No: LTVETC-003/2024

Bid Description: APPOINTMENT OF A SUITABLE SUPPLIER TO SUPPLY AND DELIVER 405 CPU TOWERS WITH PERIPHERALS TO THREE (3) COMPUTER LABS AT LOVEDALE TVET COLLEGE

Bid Closing date and time: 22 January 2025- 11H00

Name and address of bidder:

1.2 Currency and VAT

1.2.1 All bidders’ pricing must be quoted in South African Rand; and the pricing schedule template must be completed with unit price + vat-if the bidder is VAT registered.

2. PRICE DECLARATION

Dear Sir/ Madam

Having read through and examined the Request for quotation (RFQ) Document, the General Conditions, and all other Forms and Annexures to the RFQ document, we offer to conduct the in internal audit. at LTVETC, for a once off period.



We undertake to hold this offer (as per cost breakdown matrix) open for acceptance for a period of 120 days from the date of submission of the offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the LOVEDALE TVET COLLEGE.

We understand that the LOVEDALE TVET COLLEGE are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

Signature

Date

Print name signatory-----

Designation-----

FOR AND ON BEHALF OF (Company name) -----

Tel No:-----

Fax No:----- Cell No:----- Email:-----



PRICING SCHEDULE

SBD 3.3

APPOINTMENT OF SUITABLE SUPPLIER TO SUPPLY AND DELIVER 405 CPU TOWERS WITH PERIPHERALS TO COMPUTER LABS AT LOVEDALE TVET COLLEGE

NAME OF BIDDER:

BID NO.:

CLOSING TIME 11:00 DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

No	Item Description	Quantity	Unit Price	Total price (VAT Inclusive)
1	Business CPU Towers and its Peripherals - Intel Chipset 12th Gen or above Core i5 Socket / 16GB DDR4-2666MHZ 288PIN MODULE 1.2V. 512 SSD Hard drive, BLACK USB SLIM KEYBOARD, - Operating system architecture: 64-bit 19.5' LED MONITOR WITH VGA+HDMI PORT - USB Mouse, Windows 11 Professional Ports: 2) USB 2.0 Type-A ports (rear), (2) USB 2.0 Type-A ports (front), 3) USB 3.2 Gen 1 Type-A ports (rear), (2) USB 3.2 Gen 2 Type-A port (front), (1) RJ-45 (network) connector (rear), (1) Display Port 1.4 connector (rear) (1) HDMI 1.4 (rear), (1) Microphone/headphone combo jack (front)	405		
Total Amount				

Declaration

I have examined the information and conditions provided in the pricing schedule. I confirm that the prices quoted are fixed and valid for the stipulated period.

Signature of supplier:

Date:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
- ¹“State” means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.
- ²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- 2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?



2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between

any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number



4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- 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.

SBD 6.1

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership: An EME or QSE which is at least 51% owned by black people	6	
Women ownership: An EME or QSE which is at least 51% owned by women	6	
Youth ownership: An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	
Disability: An EME or QSE which is at least 51% owned by people with disability	4	
Total Points	20	

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]

Initial_____

SBD 6.1

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 *audialteram 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:

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

Initial_____



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Initial_____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Initial _____

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature	Date
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Position	Name of Bidder
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Initial_____

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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2. Application
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5. Use of contract documents and information; inspection
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19. Assignment
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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

1.1 “Contract” means the written agreement entered into between the purchase and the supplier, as recorded in the contract form signed by the parties,

1.2 including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

1.4 "Countervailing duties" are imposed in cases where an enterprise abroad subsidized by its government and encouraged to market its products internationally. “Country of origin” means the place where the goods were mined, grown

1.5 produced or from which the services are supplied. Goods are produced 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 components. “Country of origin” means the place where the goods were mined, grown

1.6 produced or from which the services are supplied. Goods are produced w 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 components.

- “Day” means calendar day.
- “Delivery” means delivery in compliance of the conditions of the
 - contract or order.
- “Delivery ex stock” means immediate delivery directly from stock
 - actually on hand.
- “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.
- "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- ” 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.
- “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.
- “GCC” means the General Conditions of Contract.
- “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- “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.
- “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- “Project site,” where applicable, means the place indicated in bidding documents.
- “Purchaser” means the organization purchasing the goods.

- “Republic” means the Republic of South Africa.
- “SCC” means the Special Conditions of Contract.
- “Services” means that 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.
- “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

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

5 Use of

- 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6 Patent rights

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

7 Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 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
- 7.3.2 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, analyses

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

- 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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

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 onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time

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for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

- 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

- 24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** 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 favorable 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

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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

27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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.

28.2 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.

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

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

28.5 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

28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** 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

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

30. Interpretation

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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