



higher education  
& training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA



TSHWANE NORTH TVET COLLEGE  
Technical and Vocational Education and Training College

## TSHWANE NORTH TVET COLLEGE

INVITATION TO BID: APPOINTMENT OF  
SERVICE PROVIDER TO SUPPLY, DELIVER AND ASSEMBLE COMPUTER  
LABORATORIES FURNITURE FOR STUDENTS AND LECTURES, FOR  
TSHWANE NORTH TVET COLLEGE –

PRETORIA CAMPUS, MAMELODI CAMPUS, ROSSLYN CAMPUS  
SOSHANGUVE NORTH, SOSHANGUVE SOUTH AND TEMBA

**BID NO. TNC/CLT/25/2022**

**CLOSING DATE: 18 January 2023**

**TIME: 11:00**

<b>Issued by:</b> Tshwane North College Cnr Pretorius and Kgosi Mampuru Street Pretoria 0001  <b>Delivery Address</b> Bid Box (Central Office) Cnr Pretorius and Kgosi Mampuru	<b>Inquiries: Procurement Processes</b>  <b>Ms. Sindisiwe Sithole</b> 012 401 1976 <a href="mailto:sindisiwe.sithole@tnc.edu.za">sindisiwe.sithole@tnc.edu.za</a>  <b>Technical Enquiries</b> Ms. Carina Coertze Tel: 012 401 1933 <a href="mailto:carina.coertze@tnc.edu.za">carina.coertze@tnc.edu.za</a>
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**NAME OF TENDERER:** \_\_\_\_\_

**TOTAL AMOUNT R** \_\_\_\_\_ **(incl. VAT)**

**NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STATE**

Tshwane North TVET College:  
Computer laboratory furniture

**Bid number** TNC/CLT/25/2022  
**Date issued** 13 December 2022  
**Tender closing date** 18 January 2023 **Time:11h00**

**Company Name**  
**Address**  
**Contact person** Mr/Mrs/Ms/Dr/Prof.  
**Contact numbers** (w) (Cell)  
**Email address**

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**LIST OF ACRONYMS**

BAC	Bid adjudication committee
BEC	Bid evaluation committee
BBBEE	Broad-based Black Economic Empowerment
CIPRO	Companies and Intellectual Property Registration Office
CIPC	Companies and Intellectual Property Commission
CSD	Central Suppliers Database (National Treasury)
EME	Exempted Micro Enterprise
GCC	General Conditions of Contract
HDI	Historically Disadvantaged Individual
MTEF	Medium Term Expenditure Framework
Pa	Per annum
PFD	Public Finance Division
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
PRAG	Practical Guidelines
SARS	South African Revenue Service
SCM	Supply Chain Management
SLA	Service Level Agreement
SMME	Small, Medium and Micro Enterprise
TAU	Technical Assistance Unit
TNC	Tshwane North TVET College
TOR	Terms of Reference
VAT	Value Added Tax

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (Tshwane North TVET College)</b>					
BID NUMBER:	TNC/CLT/25/2022	CLOSING DATE:	18 January 2023	CLOSING TIME:	11:00
DESCRIPTION	Request: Supply, deliver and assemble of Computer laboratories furniture for Tshwane North TVET College,				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tshwane North TVET College					
Cnr Pretorius and Kgosi Mampuru					
Pretoria					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sindisiwe Sithole		CONTACT PERSON	Carina Coertze	
TELEPHONE NUMBER	012 401 1976		TELEPHONE NUMBER	012 401 1933	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Sindisiwe.sithole@tnc.edu.za">Sindisiwe.sithole@tnc.edu.za</a>		E-MAIL ADDRESS	<a href="mailto:Carina.coertze@tnc.edu.za">Carina.coertze@tnc.edu.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM(SBD7).</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....

**TERMS OF REFERENCE: TO BID FOR APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER AND ASSEMBLE OF COMPUTER LAB FURNITURE FOR TSHWANE NORTH TVET COLLEGE,**

**1 AIM**

The Tshwane North TVET College wishes to appoint a qualified services provider to supply, deliver and assemble Computer Lab furniture for Tshwane North TVET College.

The TNC objectives for the bid are:

- To appoint a bidder that will supply, deliver and assemble Computer Lab furniture for Tshwane North TVET College,
- To select a bidder who can best meet the service requirements.
- Supply quality Furniture

**TENDER SPECIFICATIONS**

**2 TECHNICAL (PRODUCT) SPECIFICATIONS**

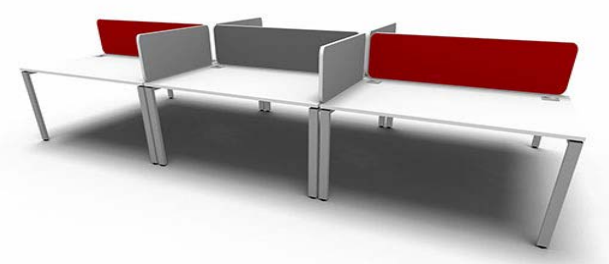
- 2.1. Bids complying to minimum percentage of local content as indicated under scope of work will be considered. These are bids with Computer lab furniture, produced from local raw material and manufactured locally.
- 2.2. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the Department of Trade and Industry (DTI) should there be a need to import such raw material or input.
- 2.3. A copy of the authorization letter must be submitted together with the bid document before the closing date and time. For further information, bidders may contact the Office Furniture unit at the Department of Trade and Industry (DTI) on this contact: (012) 394 3717/1390.
- 2.4. A person awarded a contract in relation to the designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold of as above.

**3. SCOPE OF WORK**

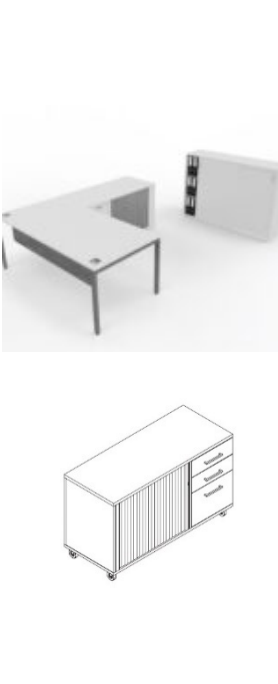

<b>Campus</b>	<b>Room numbers</b>	<b>Number of Lectures Desks</b>	<b>Number of student Desks</b>
<b>MAMELODI CAMPUS</b>	G2	1	31
	G5	1	31
	B05	1	26
	B09	1	33
	B10	1	28
	B13	1	32
	D15	1	31
	D16	1	25

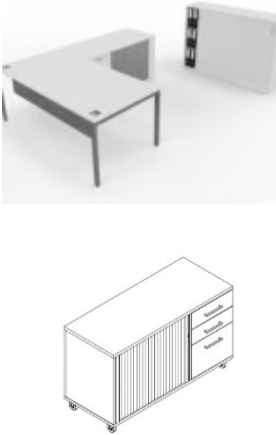



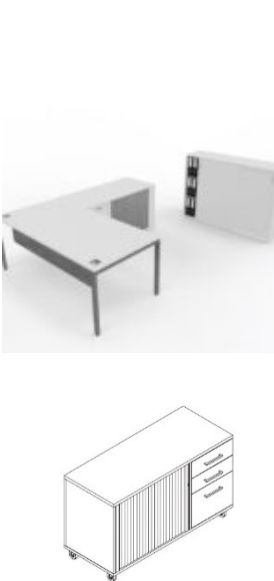
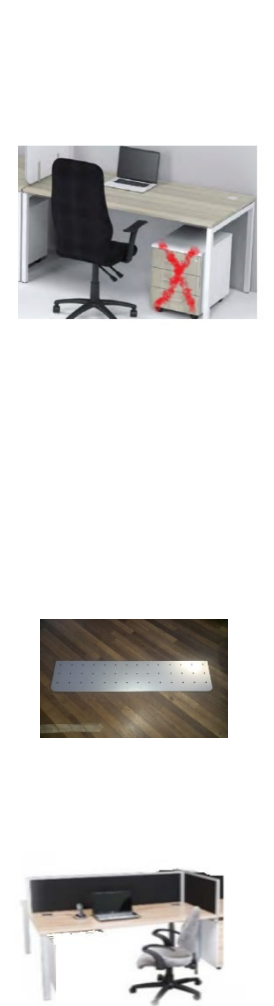
<b>PRETORIA CAMPUS</b>	102	1	28
	106	1	30
	111	1	30
	121	1	30
	128	1	30
	219	1	30
	223	1	28
	225	1	26
	S1.5	1	28
	S2.11a	1	20
	LAB 40	1	40
	LAB 50	1	50
	N3.3(simulation room)	1	30
	<b>SOSHANGUVE NORTH</b>	B26	1
B27		1	47
B28		1	29
<b>ROSSLYN</b>	H2	1	30
	H3	1	30
<b>SOSHANGUVE SOUTH</b>	LAB B3	1	30
	LAB B4	1	30
	LAB 23	1	30
	LAB 15	1	30
	LAB 24	1	30
	LAB C9	1	30
	LAB C14	1	30
	LAB C18	1	30
	LAB D3	1	30
<b>TEMBA</b>	Lab 1	1	24
	Lab 3	1	25
	Lab 4	1	25
	Lab 5	1	21
	Lab 5	1	25
	SSS	1	21
	LLLU 1	1	24
	LLU 2	1	23
			<b>1 182</b>





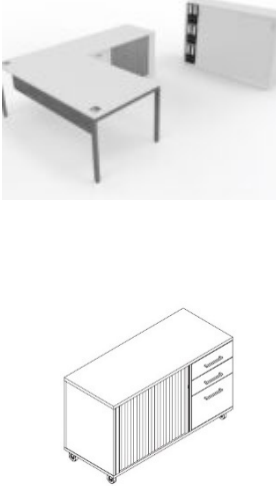

#### 4. Pricing Schedule

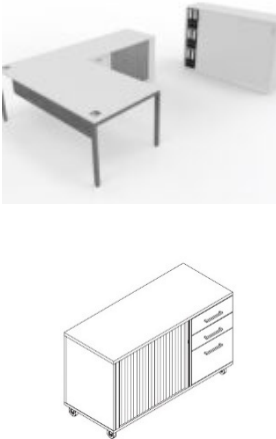

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>Pretoria Campus Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray</li> <li>• Colour Coimbra melamine</li> </ul>		<b>13</b>	<b>90%</b>		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		<b>400</b>	<b>90%</b>		

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>Mamelodi Campus</b></p> <p><b>Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray –</li> <li>• Colour Coimbra melamine</li> </ul>		8	90%		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		237	90%		

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>SOSHANGUVE NORTH Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray –</li> <li>• Colour Coimbra melamine</li> </ul>		<b>3</b>	<b>90%</b>		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		<b>108</b>	<b>90%</b>		

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>SOSHANGUVE SOUTH</b></p> <p><b>Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray –</li> <li>• Colour Coimbra melamine</li> </ul>		<p><b>9</b></p>	<p><b>90%</b></p>		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		<p><b>270</b></p>	<p><b>90%</b></p>		

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>ROSSLYN</b></p> <p><b>Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray –</li> <li>• Colour Coimbra melamine</li> </ul>		<b>2</b>	<b>90%</b>		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		<b>60</b>	<b>90%</b>		

Specification	Picture	Quantity	Local Content	Cost Per Unit	Total cost
<p><b>TEMBA</b> <b>Lectures desk</b></p> <ul style="list-style-type: none"> <li>• Evolution Free-standing Desk 1500x750 - Including Wire Mesh Cable Tray - 2 Portholes – Height 76</li> <li>• Modesty Panel 1400x300 Steel including Brackets</li> <li>• Mobile Pedenza locking 750x600 - Floating Pen and Pencil Tray –</li> <li>• Colour Coimbra melamine</li> </ul>		<b>8</b>	<b>90%</b>		
<p><b>Student desks</b></p> <ul style="list-style-type: none"> <li>• Free standing desk 600mm x 900mm including cable tray and management ports</li> <li>• Height of feet 725mm with 25mm square-tubing steel frame</li> <li>• Thickness of tabletop solid top 32mm</li> <li>• Colour Coimbra melamine</li> <li>• Modesty Panel grey front cover Height 343mm fitted on the desks</li> </ul> <p>Partition/Screen Black square :</p> <ul style="list-style-type: none"> <li>• 600mm x 500mm with brackets</li> <li>• 900mm x 500mm with brackets</li> </ul>		<b>188</b>	<b>90%</b>		
<b>Delivery and Assembly</b>					
<b>TOTAL</b>					

- 4.1. Tenderers must cast their prices/rates for the supply, deliver and assembling of Computer laboratories furniture, as per the attached schedule below.
- 4.2. The price casted by bidders must include transportation, offloading, assembling and all other costs relevant to put the computer furniture into usable condition.
- 4.3. Prices must include value added tax where applicable.

**5. ORDERS**

- 5.1. Suppliers shall deliver the goods or render the services only upon receipt of a written official order from Tshwane North TVET College (TNC) and accounts shall be rendered as indicated on the official order or in the contract, as the case may be

**6. WARRANTY**

- 6.1. Warranty of at least 12 months is required for all items provided

**7. PAYMENT**

- 7.1. Payment will be made within 30 days of receiving an invoice and after delivery and proper assembling of all the required items



## **SECTION A: INTRODUCTION, LEGISLATION, AND EVALUATION CRITERIA.**

### **1 LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and contracts emanating therefrom will be subject to the General Condition of Contract (GCC) issued in accordance with treasury Regulation 16A published in terms of the Public Finance Management Act, 1999(Act 1 of 1999), The Special Conditions of Contract (SCC) are supplementary to that of the GCC. where, however, the SCC are in conflict with the GCC the SCC prevail.

- 1.1.1 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.
- 1.1.2 The Tax Compliance status requirements is also applicable to foreign bidders/individuals who wish to submit bids.
- 1.1.3 Bidders are required to be registered on the CSD and TNC shall verify the bidder's tax compliance status through the CSD.
- 1.1.4 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 PROCUREMENT LEGISLATION**

The TNC 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)

#### **Technical legislation and/ or Standards**

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

### **3 TIMELINES OF THE BID PROCESS**

The period of validity of bid and the withdrawal of offers, after the closing date and time is 90 days. The project timeframe of this bid is set out below.

<b>Date issued on TNC website</b>	<b>13 December 2022</b>
<b>Tender closing date</b>	<b>18 January 2023 Time:11h00</b>
<b>Validity Period</b>	<b>90 Days</b>

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 TNC discretion. The establishment of at time or date in this bid does not create an obligation on the part of the TNC 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**

**4.1** All communication between bidder(s) and TNC must be done in writing

**4.2** 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.

**4.3** The TNC will communicate in writing with bidders in terms of validity period extension 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 Bidder's 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 TNC 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 TNC exercises its rights to change information in terms of the above clause, it may seek emended bid documents from all bidders.

#### **7 FRONTING**

7.1 The TNC supports the spirit of broad-based black ( B-BBEE) 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 TNC condemns any form of fronting.

#### **8 SUPPLIER DUE DILIGENCE**

8.1 The TNC reserves 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 TNC on or the closing date and time, regardless of the method used to send or deliver such documents to the TNC.
- 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 Tshwane North 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:

<b>Stage 1:</b> Mandatory and other bid requirements	Bidder must submit all documents as outlined in paragraph below
<b>Stage 2:</b> Capacity and Capability	Bids will be assessed to verify bidder capability and ability to execute the contract. Evaluation criteria stipulated in Annexure A only bidder that achieve a minimum of 70% will proceed to stage 3.
<b>Stage 3</b> Price and B-BBEE	Bids will be evaluated in terms of the 80/20 preference system
<b>Stage 4</b> Recommendation Appointment	Recommendation and awards

### 10.2 STAGE 1: MANDATORY REQUIREMENTS

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)**

SBD 1 –Invitation to Bid	Complete and sign the attached document
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 will lead to zero (0) score on BBBEE.
SBD 6.2 Declaration Certificate for local Production and Content	Complete and sign attached document
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
Relevant COIDA certificate	Attached document

**Administration Requirements**

Service Provider Profile	<p>The bidder must submit a company profile that include but not limited to the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Overview of the company</li> <li><input type="checkbox"/> A clear description of the services they rendered, indicating the company years of experience.</li> <li><input type="checkbox"/> A risk mitigation strategy to ensure continued service delivery; and</li> <li><input type="checkbox"/> Physical Address (or National Footprint of the company where applicable.</li> </ul>
Bank Rating	The bidder Must submit a copy of the bidder’s latest available bank rating, with the bid documents at the closing date and time of the bid.
Shareholding Portfolio	The bidder must submit valid proof of registration of the company with Cipro/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.

<p>Registration on Central Supplier Database (CSD)</p>	<p>The bidder must be registered as a service provider on the CSD. If the bidder is not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://securecsd.gov.za/">https://securecsd.gov.za/</a> to obtain your vendor number Submit proof registration</p>
--	---

### 10.3 STAGE 2: FUNCTIONALITY CRITERIA

- 10.3.1 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** 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 bidders 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 A**.
- 10.3.5 A minimum score of 70 points will apply for evaluation. Bidders who do not meet this pre-qualification percentage would not be evaluated further for BBB-EE.
- 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 BBB-EE point's evaluation as indicated hereunder.

### 10.4 STAGE 3: PRICE AND B-BBEE 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 2000), 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)

B-BBEE status level of contributor (maximum 20 points)

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

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

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 B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

10.4.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and value B-BBEE status level verification certificate or a **certified copy** thereof at the closing date and time of the bid to claim the B-BBEE status level point.

10.4.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

10.4.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE

status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984) or an accredited verification agency will be considered for preference points.

10.4.6 Failure on the part of the bidder to comply with paragraph 11.3.4 and 11.3.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

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

10.4.8 The points scored will be rounded off to the nearest decimals.

10.4.9 Site inspection for the shortlisted bidder

10.4.9.1 TNC maintains the prerogative to conduct inspection on the services rendered by the contractor, including:

10.4.9.2 Inspection of the equipment provided by the bidder.

10.4.9.3 TNC reserves the right to conduct inspection for the services rendered by the Service Provider at any time. This will be done to establish whether the service rendered by the contractor is satisfactory and comply with the conditions of contract and the site specification.

## **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**

12.1 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.

12.2 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.

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

12.4 The joint venture and/or consortium agreements must clearly set out the role and responsibility of the Lead Partner of 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

## SECTION B: GENERAL AND SPECIFIC BID CONDITION

### 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 TNC is prepared to enter a contract with the successful bidder.
- II. The bidder submitting the GCC to TNC together with its bid, duly signed by an authorized representative of the bidder. (Each page of the GCC to be initialed by representative)

### 13 SPECIAL CONDITION OF THIS BID

#### TNC reserve the right:

- 13.1 To correct any mistakes before the closing date of bid that may have been in the bid documents..
- 13.2 To cancel/ or terminate the tender process at any stage, including after the closing date and/or after presentation (if any) has been made, and/or after tenders have been evaluated.
- 13.3 TNC will furnish the Service Provider with all relevant data and information, which is necessary to perform the services under the agreement.
- 13.4 TNC will become the owner of all information, documents, programme, and advice and reports generated and compiled by the Service Provider in the execution of the services.
- 13.5 All information, documents, programme 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 TNC.
- 13.6 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.
- 13.7 On the termination of the agreement, for whatever reason, all programmes, reports, etc. must be handed to TNC. The Service Provider relinquishes the right or retention thereof.



## **14 NON-COMMITMENT**

14.1 The TNC reserves the right not to accept any of the bids submitted.

14.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

## **15 INDEMNITY**

15.1 If a bidder breaches the conditions of this bid and, as a result of that breach, TNC 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 TNC harmless from any and all such costs which the TNC may incur and for any damages or losses TNC may suffer.

## **16 TENDER DEFAULTERS AND RESTRICTED SUPPLIES**

16.1 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. TNC reserve the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.



## ANNEXURE A

### EVALUATION CRITERIA-CAPACITY AND CAPABILITY BID NO. TNC/CLT/25/2022

#### FUNCTIONALITY CRITERIA FOR COMPUTER LABORATORIES FURNITURE

Proposers will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. **Only Service providers scoring 70 points and more will be considered for Price and B-BBEE**

No	DOCUMENTS REQUIRED	Weight																											
1	<p><b>Reference letters supported by appointment letters purchase orders in similar projects.</b> Provide Three (3) contactable references on Clients Company Letterhead for similar projects</p> <ul style="list-style-type: none"> <li>• 3 Reference (R5 million and above) provided = 30 points</li> <li>• 2 Reference (R5 million and above) provided = 25 points</li> <li>• 1 Reference (R5 million and above) provided = 20 points</li> <li>• 3 Reference (R2 million – R4 million) provided = 15 points</li> <li>• 2 Reference (R2 million – R4 million) provided = 10 points</li> <li>• 1 Reference (R2 million – R4 million) provided = 5 points</li> </ul>	30 Points																											
2	<p><b>Company experience on supply, delivery and assembling of furniture,</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 05 years or more = 30 points</li> <li><input type="checkbox"/> 3 – 4 years = 25 points</li> <li><input type="checkbox"/> 2 - 3 years = 20 points</li> <li><input type="checkbox"/> 2 year's = 15 points</li> </ul>	30 Points																											
3	<p><b>Banking Rating of Company/ Consorting</b> <b>Not older than 3 months</b></p> <table border="1"> <thead> <tr> <th>Qualification</th> <th>Code</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Banking Code</td> <td>A</td> <td>15</td> </tr> <tr> <td></td> <td>B</td> <td>12</td> </tr> <tr> <td></td> <td>C</td> <td>9</td> </tr> <tr> <td></td> <td>D</td> <td>6</td> </tr> <tr> <td></td> <td>E</td> <td>3</td> </tr> <tr> <td></td> <td>F</td> <td>0</td> </tr> <tr> <td></td> <td>G</td> <td>0</td> </tr> <tr> <td></td> <td>H</td> <td>0</td> </tr> </tbody> </table>	Qualification	Code	Points	Banking Code	A	15		B	12		C	9		D	6		E	3		F	0		G	0		H	0	15 Points
Qualification	Code	Points																											
Banking Code	A	15																											
	B	12																											
	C	9																											
	D	6																											
	E	3																											
	F	0																											
	G	0																											
	H	0																											

4	<b>Warranty period of the items 5 years or more</b> <ul style="list-style-type: none"> <li>• 5 years and above = 25 points</li> <li>• 3 – 4 years = 20 points</li> <li>• 2 years = 15 points</li> </ul>	<b>25 points</b>
<b>TOTAL</b>		<b>100</b>

**NB Kindly note that the winning bidder will take all the responsibility to ensure that all Computer lab furniture are assembled where necessary.**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

---

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

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

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR



- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

**Designated Group: An EME or QSE which is at last 51% owned by:**

**EME**  
√

**QSE**  
√

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

**OR**

- Any EME
- Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iv) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- v) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p>

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[ \frac{x}{y} \right] \times 100$$

Where  
 x imported content excluding value added tax (VAT)  
 y bid price

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## 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). <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**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**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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:
  - 3.1 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.
  - 3.2 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

**Tender: TNC/CLT/25/2022 The supply, delivery and assembling of Computer lab furniture**

in response to the invitation for the bid made by the Tshwane North TVET College

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:
  - 5.1 has been requested to submit a bid in response to this bid invitation;
  - 5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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 consortium<sup>3</sup> 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:
  - 7.1 prices;
  - 7.2 geographical area where product or service will be rendered (market allocation)
  - 7.3 methods, factors or formulas used to calculate prices;
  - 7.4 the intention or decision to submit or not to submit, a bid;
  - 7.5 the submission of a bid which does not meet the specifications and conditions of the bid;

or

  - 7.6 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.
  
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
Position	Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

# 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.

(Each page of the GCC to be initialled by representative)

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## General Conditions of Contract

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



includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

## **2. Application**

- 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](http://www.treasury.gov.za)

### 4 Standards

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

### 5 Use of se of contract documents and information; inspection

- 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 Security

- 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, test and analyses**

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

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

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

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

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

- 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 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 of default

- 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 imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- 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 for default

- 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 disputes

- 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.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it **may** be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## 28. Limitation of liability

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

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

## 30. Applicable law

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

## 31. Notices

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

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.