



BID NUMBER: KHC BID 08/2026

BID NAME: King Hintsa TVET College seeks appoint a panel of law firms for a period of 60 months (5 years).

CLOSING DATE: 09 October 2026

CLOSING TIME: 11:00 am

NAME OF BIDDER: _____

USE BLACK INK ONLY TO COMPLETE THIS DOCUMENT



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BID NOTICE

No	BID NUMBER	DESCRIPTION OF SERVICES	ENQUIRIES	Compulsory Briefing sessions	Closing date & Times
1	KHC BID 08/2026	King Hintsa TVET College seeks to appoint a panel of law firms for a period of 60 months (5 years)	Technical Enquiries Contact: Mr. M. Malusi Tel No. 047 401 6400 Email: mbjmalusi@khc.edu.za SCM Enquiries: Contact: Ms. N. Maseme Tel: 047 401 6400 Email: nmaseme@khc.edu.za	N/A	Date: 09 October 2026 Time: 11:00 am

Tender documents will be available from **10 September 2026, Monday to Thursdays from 08:00 – 16:30pm and 08.00am -14.00pm on Fridays**. A non-refundable bid fee of R250.00 for each is payable by means of electronic transfers to: **Account Name:** King Hintsa TVET College, **Account No:** 62387644125, **Branch Code:** 250655 **Bank Name:** First National Bank, Reference number: 00082026KHCBID

Bid documents can be collected at the below addresses:

King Hintsa TVET College (Administration Centre)

218 Mthatha Road

N2

Butterworth

4960

OR

Requested electronically with proof of payment attached at:

nmaseme@khc.edu.za

Tel: 047 401 6400

OR

Download on e-tender at: <https://www.etenders.gov.za/>.

Furthermore, bidders who **download the bid document from the eTender Portal** are required to **email proof of payment** to nmaseme@khc.edu.za, after making payment.

Bid documents will also be available for download on e-tender from the 10 September 2026.



ANNEXURE A – INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KING HINTSA TVET COLLEGE					
BID NUMBER:	KHC BID 08/2026	CLOSING DATE:	09 October 2026	CLOSING TIME:	11H00AM
DESCRIPTION	King Hintsa TVET College seeks to appoint a panel of law firms for a period of 60 months (5 years)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
King Hintsa TVET College, Administration Centre					
218 Mthatha Road					
Butterworth					
4960					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. N. Maseme		CONTACT PERSON	Mr. MJB Malusi	
TELEPHONE NUMBER	047 401 6400/6437		TELEPHONE NUMBER	047 401 6400/6448	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmaseme@khc.edu.za		E-MAIL ADDRESS	mbjmalusi@khc.edu.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE 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

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



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BID NAME: King Hintsa TVET College seeks appoint a panel of law firms for a period of 60 months (5 years).

Stage 1: Mandatory Compliance documents

Bidders must comply with the set of compliance requirements listed below and **MUST** submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid and disqualification from the bidding process. The mandatory requirements are as follows:

- Original SARS valid Tax clearance certificate or valid tax pin.
- Certified Proof of company registration (CIPC). **(certification stamp must not be older than 6 months).**
- Proof of valid Shareholder Certificate/Valid proof of ownership of the type of entity.
- Proof of registration with Central Supplier Database as per Treasury Regulations.
- Accurately and fully completed supplier declaration forms **(SBD 1, SBD 4, SBD 8, and SBD 9).**
- Original, accurately and fully completed bid document. Bidders should state **“Not Applicable”** where it's not applicable”. Each page of the bid document must be initialed/signed where appropriate.
- A certified copy of current, valid Legal Practitioners Fidelity Fund Certificate **(FFC).**
- Proof of active institutional registration with Legal Practice Council.

OTHER REQUIREMENTS

- Company profile.
- Certified ID copies of owners/shareholders **(certification should not be older than six (6) months)**



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EVALUATION AND SELECTION CRITERIA

A two-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for Compliance with bid requirements. Only service providers who meet all the criteria for Compliance will proceed to Functionality (Stage 2).

Stage 2: Functionality Evaluation

In Stage 2 all bids received will be evaluated on Functionality. Only Bidders who score 70 points and above might be eligible for appointment.

Table:1 Functionality Assessment

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 (Functionality).



FUNCTIONALITY EVALUATION CRITERIA

1. Experience

Bidders are to indicate the years of demonstrable experience of the firm by attaching a reference letter(s) of institutions where legal services have been rendered. Most recent experiences are not to be older than 5 years from the date of closure of the tender.

Bidder has successfully completed 5 or more projects	40	Proof of experience: Signed reference letters in relation to the required services must be attached and accompanied by appointment letters NB: 0 points will be claimed where submitted reference letters are not accompanied by appointment. NB: Authentic and verifiable references from contactable references will be allocated points	40
Bidder has successfully completed 4 projects	30		
Bidder has successfully completed 3 projects	20		
Bidder has successfully completed 2 projects	10		
Less than 2 projects	0		

2. Expertise

(a) Director(s) of the company (Degree in LLB/Bachelor of laws or relevant Qualifications)

More than 05 years' experience, proof of admission and qualifications	30	Bidders must submit detailed CVs with certified copies of the required professional qualifications and affiliation (directors as listed in the CK document must possess proof of admission as an attorney of the high court appearance. Certification should not be older than 06 months. If the required certified copies of professional qualifications and ID copies are not attached or certified, no points will be allocated. Copy of a certified copy will not be considered.	30
02 to 04 years' experience, proof of admission and qualifications	10		
Less than 2 years' experience and qualifications	0		

(b) Details and availability of an advocate (Degree in LLB/Bachelor of laws or relevant Qualifications)

More than 05 years' experience, membership certificate and qualifications	20	Bidders must submit detailed CVs for Advocates with certified copies of the required professional qualifications, ID copies and membership certificate of a recognized Association of Advocates. Certification must be not older than 06 months. If the required certified copies of professional qualifications, membership certificate and ID copies are not attached or certified, no points will be allocated. Copy of a certified copy will not be considered	20
02 to 04 years' experience, membership certificate and qualifications	10		
Less than 2 years' experience, membership and qualifications	0		

3. Methodology and Project and implementation plan

Demonstrate understanding of project, resources, legal services and communication	10	Bidders must submit the proposed approach to deliver/render the legal services, including work plan, resources and communication strategies. Appropriateness of the tools used by the	
---	----	--	--



strategies		organization and how they will satisfy the requirements of the assignment. The Service provider must demonstrate knowledge of activities outlined in the project.	10
Demonstrate understanding of project, legal services and communication strategies	05		
No clear understanding of project or inadequate approach	0		
TOTAL			100

Bidders who obtain 70% points and above out of 100% points might be eligible for appointment.

POPIA Act Disclaimer

- By providing a quote or bid and/or related documentation to the KHTVETC, the bidder/quoter consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication and appointment of a successful bidder/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.
- Where applicable, the bidder/quoter warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder/quoter consents that KHTVETC to:
 - [Verify any personal information with the National Treasury CSD website, including verification of references.](#)
 - [Verify any other regulatory/ industry or any accredited/certification bodies.](#)
- At any stage should the bidder/quoter wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the SCM. The personal information collected for the purpose of this bid/quotation will be retained for the time period after the finalisation of the procurement process in accordance with the KHTVETC Records Retention Policy.



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1. TERMS OF REFERENCES

1.1 Introduction

King Hintsa TVET College, is a public Technical and Vocational Education and Training institution under the Department of Higher Education and Training (DHET), invites suitably qualified and experienced legal service providers to submit proposals for appointment of a King Hintsa seeks appoint a panel of six (06) law firms for a period of 36 months. (3 years)

The successful law firms will work collaboratively with internal structures to provide litigation support, legal advisory, employment law expertise, contract management assistance, conveyancer services, and governance guidance. This is part of the College's strategy to ensure compliance, promote ethical governance, mitigate legal risks, and support service delivery across its campuses.

2. OBJECTIVES

The key objectives of this appointment are to:

2.1. Provide timely, professional legal advice to College Council, Management, and Administrative Divisions.

2.2. Safeguard the legal interests of the College in all operational, strategic, and compliance matters.

2.3. Ensure proactive legal risk mitigation, including support in policy formulation, governance, compliance, and stakeholder engagement.

2.4. Support the College in handling labour and HR-related disputes, litigation, and contract enforcement.

2.5. Strengthen the College's capacity to navigate the regulatory framework governing higher education, public finance, and employment law.

3. SCOPE OF WORK

The appointed law firm will be expected to provide legal services that include, but are not limited to:

3.1. Litigation and Dispute Resolution

3.1.1. Represent the College in civil, commercial, and administrative litigation in Magistrates' Courts, High Courts, and other relevant forums.

3.1.2. Handle all pre-litigation procedures, including correspondence, legal demands, and negotiation.

3.1.3. Defend or institute claims on behalf of the College, including those related to service providers, employees, students, or third parties.

3.1.4. Attend settlement discussions and provide legal strategies to minimize the College's legal exposure.

3.1.5. Protection of College assets.

3.1.6. Land claims, land restitution property ownership and transfers.

3.2 Labour and Employment Law

3.2.1. Represent the College in all labour-related matters before the CCMA, Bargaining Councils, Labour Courts, and other relevant courts or tribunals.

3.2.2. Assist in the drafting of employment contracts, collective agreements, and disciplinary documentation.

3.2.3. Provide expert advice on dismissals, suspensions, incapacity, grievances, and retrenchments, ensuring compliance with relevant labour laws.

3.2.4. Represent the College in appeals, arbitration, disciplinary hearings, and mediations.

3.2.5. Guide the College on implementing labour relations best practices, aligning institutional procedures with the Labour Relations Act (LRA), Basic Conditions of Employment Act (BCEA), and other applicable statutes.

3.2.6. Support labour union engagement processes and internal conflict resolution strategies



3.3. Contractual and Commercial Law

Draft, vet, and interpret a variety of contracts including:

3.3.1. Procurement contracts

3.3.2. Service-level agreements (SLAs)

3.3.3. Collaboration and funding agreements

3.3.4. Internship and partnership MOUs

3.3.5. Ensure all contracts are aligned with:

3.3.6. Public Finance Management Act (PFMA)

3.3.7. TVET College Act

3.3.8. Preferential Procurement Regulations

3.3.9. Monitor legal compliance with contractual obligations, provide legal support for breach resolution, and assist with contract enforcement or termination where necessary.

3.4. Governance and Compliance Advisory

Provide legal input in the development of institutional policies, including:

3.4.1. Financial policies

3.4.2. Human Resources policies

3.4.3. Student disciplinary codes

3.4.4. Provide legal opinions on:

3.4.5. Governance matters

3.4.6. Roles and responsibilities of College Council and Management

3.4.7. Legal interpretation of Acts and Regulations applicable to TVET Colleges

3.4.8. Advise on compliance with:

3.4.9. Higher Education Act

3.4.10 Protection of Personal Information Act (POPIA)

3.4.11 Promotion of Access to Information Act (PAIA) 3.4.12 Occupational Health and Safety Act

3.5. Investigations and Forensic Support

3.5.1. Provide legal guidance and support in the initiation, management, and review of forensic or internal investigations.

3.5.2. Assist in drafting terms of reference for disciplinary investigations and evaluating evidence.

3.5.3. Represent the College in disciplinary and grievance hearings involving staff or Student

3.6. Deliverables and reporting requirements

The successful firm shall provide:

3.6.1. Monthly and quarterly legal performance reports, including:

3.6.2. Status of active cases

3.6.3. Legal opinions issued

3.6.4. Risks identified

3.6.5. Detailed case files and updates on all active matters.

3.6.6. Written legal opinions, policy reviews, and contract analyses.

3.6.7. Drafted or vetted contracts and agreements within agreed turnaround times.

3.6.8. Attendance at meetings with Council, Management, or HR when required.

3.7. Contract duration and payment terms

3.7.1. Contract Period: 36 months, subject to performance review.

3.7.2. Billing: Per item, hourly, or based on Magistrates' and High Court tariffs, as applicable.

3.7.3. Invoicing should be accompanied by:

(a) Timesheets (where applicable)

(b) Reports on work completed

(c) Attendance registers (if services include physical meetings)

(d) Payment: Within 30 days of receipt of a compliant invoice



3.8 TEAM COMPOSITION AND RESPONSIBILITIES

The legal team must include:

- Senior Attorney/Director (Lead)
- Associate Attorney(s)
- Candidate Attorney (optional for support)
- All members must have proven experience in:
 - Labour Law
 - Commercial Contracts
 - Litigation and Public Sector Compliance
 - Conveyancers
- The team must have capacity to respond to urgent matters within 24 hours of written request.

3.9 SKILLS TRANSFER AND TRAINING

The appointed firm must support capacity building through:

- Hosting legal awareness sessions for management and staff on emerging legal issues, e.g., POPIA, Contract Law, Labour Law.
- Advising the College on updates in legislation and changes in legal frameworks.
- Providing input into the training of staff on governance, risk management, and compliance.

3.10 TERMINATION OF CONTRACT

- The college will enter into an SLA and if the service provider fails to comply with its obligations in terms of the SLA, the college reserves a right to terminate the contract.

3.11 NON – COMMITMENT

- The college reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the Bid Documentation prior to the closing date.
- The cost of preparing bids will not be reimbursed.
- Bid Proposal documentation submitted in time by the bidders shall not be returned and shall remain the property of the department.

Name of Bidder:.....

Signature:

Date:



BID NUMBER: KHC BID 08/2026

BID NAME: King Hintsa TVET College seeks appoint a panel of law firms for a period of 60 months (5 years)

Submissions of documents:

ALL COMPLETED BID DOCUMENTS, ACCOMPANIED BY ALL MANDATORY/ AND OTHER /REQUIREMENTS AS SET OUT HEREIN MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

King Hintsa TVET College,
Administration Centre,
218 Mthatha Road,
Butterworth
4960

Sealed tenders' envelopes must be deposited during office hours between **Monday to Thursday** from **08:00 am-16:30pm on Fridays at 08:00 am-14:00 pm** in the Tender Depositing Box situated at the Reception of Administration Centre, 218 Mthatha Road, Butterworth, 4960

NO FAXED, POSTED OR E-MAILED AND LATE APPLICATIONS WILL BE ACCEPTED. BIDS SENT BY COURIER, MUST BE DEPOSITED IN THE TENDER BOX AND NOT LEFT WITH THE RECEPTIONIST.

BIDS SUBMITTED IN THE WRONG TENDER BOX WILL NOT BE SUBMITTED.

Enquiries:

SCM Enquiries:

Contact Person: N. Maseme

Email: nmaseme@khc.edu.za

Tel No: 047 401 6400/6437

Technical enquiries:

Contact Person: Mr. MBJ Malusi

Email: mbjmalusi@khc.edu.za

Tel No: 047 401 6400/6448



BIDDER'S DISCLOSURE

Annexure B -SBD 4

1. PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

Full Name	Identity Number	Name of organ of state

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



2.3.1 If so, furnish particulars:

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

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

YES/NO

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

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

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder



ANNEXURE C

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 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.

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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	Yes ☐	No ☐



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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



Annexure D

CERTIFICATE OF INDEPENDENT BID DETERMINATION - (SBD 9)

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



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number: KHC BID 08/2026)

in response to the invitation for the bid made by:

(KHTVETC)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



SBD 9

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



AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Ms.....

.....

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

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1..... 2.....



B. PARTNERSHIP

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

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

We, the undersigned partners in the business trading

hereby authorise.....to sign this bid as well as any contract

resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....		
SIGNATURE	SIGNATURE	SIGNATURE

.....		
DATE	DATE	DATE



C. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

Mr/Mrs/Ms.....andMr/Mrs/Ms.....

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

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:IN HIS/HER

CAPACITY AS:



D.SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole

owner of the business trading as.....

.....

SIGNATURE..... **DATE**.....

E. CLOSE CORPORATION

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

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

at.....Mr/Mrs/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of :

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....

(PRINT NAME)

IN HIS/HER CAPACITY ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1..... 2.....



F CO-OPERATIVE

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

By resolution of members at a meeting on

20.....at.....

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1..... 2.....



G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on

on.....20.....

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: DATE.....



ANNEXURE "E"

BID DOCUMENT MUST BE CLEARLY DIVIDED INTO SESSIONS AND NEATLY PRESENTED.

- Bids must be submitted on the original bid documents
- The bid document must be completed in black ink, signed in all the relevant places and all pages initialled.
- The bid document must be submitted in full, and no portion of the document must be detached.
- **BID DOCUMENT MUST BE CLEARLY DIVIDED INTO SESSIONS AND NEATLY PRESENTED.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



ANNEXURE F

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

- 1.1 **The following terms shall be interpreted as indicated:**
- 1.2 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 **“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.
- 1.4 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“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.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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. “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.8 **“KHTVETC”** means King Hintsa TVET College
- 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.
- 1.26 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2.Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of

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

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

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

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

6. Patent rights

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

7. Performance

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9.Packing

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

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

10.Delivery

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 fulfillment of other obligations stipulated in the contract.

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

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

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

21.1 In the 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

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

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the

extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26.Termination

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

27. Settlement

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

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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



29. Governing

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

30. Applicable

30.1 The contract shall be interpreted in accordance with South African law 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

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. Industrial

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. Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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



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.

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Signature of bidder

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Date