



Invitation to Bid/Tender

Bid Number	ITVETC-001/10/2025
Brief Description of Tender	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLTION OF BLOCK B AND WORKSHOP ELEVATORS AT THE IKHALA TVET COLLEGE ALIWAL NORTH CAMPUS
Closing Date and Time of Bids	17 November 2025, 11:00 AM
Name of the supplier	
Bid Documents to be Deposited in the Tender Box situated at:	Ikhala TVET College Administration Centre Zone D Gwadana Drive Ezibeleni 5326 *Bidders should ensure that bids are delivered on time to the correct address. No late bids will be accepted.
Address for communication	Ikhala TVET College Administration Centre: Supply Chain Management Bid related enquiries should be directed to: Email: nkosinathi.futshane@ikhala.edu.za or Phone: Mr. Nkosinathi Futshane – (047) 873 8811 Bid TECHNICAL related enquiries should be directed to: Email: malibongwe.vava@ikhala.edu.za or Phone: Mr. Malibongwe Vava– (047) 873 8800

Contractor Initial:

BID ADVERT

Bid Number	Services	Valuation Criteria	Tender Closing	Compulsory Site Briefing
ITVETC-001/10/2025	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLTION OF BLOCK B AND WORKSHOP ELEVATORS AT THE IKHALA TVET COLLEGE	80/20	17 November 2025, 11:00	An online compulsory site briefing session will be held via MS Teams on 30 October 2025 at 11:00 am. Please send intention to attend to nkosinathi.futshane@ikhala.edu.za by 29 October 2025. Requests sent after 29 October 2025 will not be attended to.

Purchase documents at from Supply Chain Management Section, Ikhala Public FET College, 2020, Zone D, Gwadana Drive, Ezibeleni, 5326 between 08:00 to 16:00 from Monday –Thursday and 08:00 to 13:00 on Fridays as from 23 October 2025 at a Non- Refundable fee of R150.00 each. All compulsory documents must be completed: SBD1, SBD2, SBD 3.1 SBD4, SBD 6.1, SBD8 and SBD9, which form part of the RFQ/BID documents. Suppliers must be registered on National Treasury Central Supplier Database (CSD).

PLEASE NOTE: A compulsory site briefing session will be held as indicated above. No late arrivals will be allowed, and no special arrangements will be made.

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Additional Requirements for Bids: B-BBEE Verification Certificate and SARS Tax pin, Company Registration (CIPRO) and Municipal Account VI Tenderers must be registered in the Central Supplier Database (CSD). Please provide tax pin for verification purposes. **Enquiries may be addressed to Mr. N Futshane @ 047 873 8811,**
nkosinathi.futshane@ikhala.edu.za

Completed documents and Quotations (clearly marked with the relevant reference number and placed in a sealed envelope) must be deposited in the tender box at the Reception area at Ikhala TVET College Admin Centre, 2020 Gwadana Drive, Ezibeleni, 5326 by specified date. Faxed, electronic or late submissions will not be accepted.

Only companies who have submitted all of the above information will be considered for evaluation. Ikhala TVET College is under no obligation to give reasons for non-acceptance/rejection of any submission. All shortlisted bidders will be subjected to undergo a security screening in terms of Section 2(1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended.

I Instructions to Bidders

A THE BID DOCUMENTS

Rules for Bidding

- 1.1. The College is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The College reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the College decide not to proceed with the bid.
- 1.3. The College also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The College will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.

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1.9. Firms may ask for clarification on these bid documents or any part thereof up to 12 November 2025 by or before 12h00 prior to the deadline for the submission of the bids.

1.10. The College reserves the right to return late bid submission unopened.

1.11. Firms may not contact the College on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

1.12. Should the contract between the College and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

Conditions of the Bid

1.13. The General Conditions of Contract, as stipulated below will apply.

1.14. The College will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.

1.15. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the College and may not be reproduced or distributed or made available in any other way without the written consent of the College.

1.16. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the College.

1.17. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.

1.18. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the College.

1.19. Ikhala TVET College expressly reserves its rights, in its sole discretion to:

- i. Accept or reject any Proposal;
- ii. Accept or reject individual items in a Proposal;
- iii. Request clarification or further information regarding any item in the Proposal
- iv. Consider such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise.
- v. Reject any tender be it the lowest or not including Tender documents that are not completed in full.

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Cost of Bidding

- 1.20. The Bidder shall bear all costs associated with the preparation and submission of its bid and the College, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- 1.21. Tenderers are expected to fully acquaint themselves with the conditions, requirements and specifications of this Request For Proposal (RFP) before submitting proposals.
- 1.22. Ikhala College is not responsible directly or indirectly for any costs incurred by tenderers.

Content of Bid Documents

- 1.23. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
- i. Instruction to Bidders;
 - ii. Terms of Reference;
 - iii. Evaluation Criterion;
 - iv. Standard Conditions of Contract;
 - v. Technical Bid;
 - vi. Financial Bid;

The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Clarification of Bid Documents

- 1.24. The College will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the College.

Bidders are invited to attend a **compulsory briefing session will be held as indicated in the advertisement.**

Amendment of Bid Documents

- 1.25. At any time prior to the deadline for submission of bids, the College may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 1.26. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.27. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the College, at their discretion, may extend the deadline for the submission of bids.

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B. PREPARATION OF BIDS

Language of Bid

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the College shall be written in English.

Documents Constituting the Bid

- 1.2. The bid prepared by the Bidder shall comprise the following components:

- a. Technical Bid, including:
 - i. Invitation to Bid
 - ii. Original Tax Clearance Certificate
 - iii. Certificate of good standing – Not applicable
 - iv. Bid Form
 - v. Declaration of Interests(SBD4)
 - vi. Declaration of past Supply Chain Management practices (SBD8)
 - vii. Preferential Points Claim Forms (SBD 6.1) (As applicable)
 - viii. Certificate of independent bid determination (SBD9)
 - ix. General Conditions of contract
 - x. Completed Technical Specification Document
- b. Financial Bid, comprising:
 - i. Bid Form
 - ii. Price Schedule

Bid Prices

- 1.3. Prices indicated on the Price Schedule shall be the total price of goods or services including, where applicable:
- a. All duties and other taxes;
 - b. The price of transportation, insurance and other costs incidental to delivery of the goods or services to their final destination;
 - c. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The College has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

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Period of Validity of Bids

- 1.8. Bids shall remain **valid for 90 days** after the closing date of bid prescribed by the college. A bid valid for a shorter period shall be rejected by the College as non-responsive.
- 1.9. In exceptional circumstances, the College may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 1.10. The bid shall be written in black ink and shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid shall be initialled by the person or persons signing the bid.

Closing Date of Bids

- 1.11. Bids must be received by the College at the Administration Centre, 2020 Gwadana Drive, Ezibeleni, 5326 on **Monday, 17 November 2025, 11H00 am.**

Late Bids

- 1.12. Any bid received by the College after the deadline for submission of bids prescribed by the College, will be rejected and/or returned unopened to the Bidder.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids by the College

- 1.1. The bidder's names, price and such other details as the College at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- 1.2. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

- 1.3. During evaluation of bids, the College may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Contractor Initial:

Preliminary Examination

- 1.4. The College will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.5. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 1.6. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Specifications, it will be rejected by the College and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

PREFERENCE POINT SYSTEM

- 1.7. The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Policy Framework Act 5 of 2000 as amended, and Points will be awarded to a bidder for attaining the B-BBE status level of contribution in accordance with legislation.

EVALUATION PROCESS TO BE FOLLOWED

- 1.8. Evaluation of proposals – All proposals will be evaluated by an evaluation team for functionality, price and HDI specific goals. Based on the results of the evaluation process, Ikhala College will approve the awarding of the contract to successful tenderer/s.

Contacting the College

No Bidder shall contact the College on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the College, it should do so in writing.

Any effort by a Bidder to influence the College in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

Contractor Initial:

D. AWARD OF CONTRACT

Post qualification

- 1.1. The College will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents and is qualified to perform the contract satisfactorily.
- 1.2. The determination will take into account the Bidder's financial, technical and services capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the College deems necessary and appropriate.

College's right to vary Quantities at Time of Award

- 1.3. The Ikhala TVET College reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

College's right to accept or reject any or all Bids

- 1.4. The College reserves the right to:
 - a. Accept or reject any bid;
 - b. Cancel the tender process and reject all bids at any time prior to contract award;
 - c. Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 1.5. Prior to the expiration of the period of bid validity, the College will notify the successful bidder in writing by fax, to be confirmed, that its bid has been accepted.
- 1.6. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 1.7. At the same time as the College notifies the successful bidder that its bid has been accepted, the College will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.8. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the College.

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A. DOCUMENTS TO BE COMPLETED

The following documents must be completed by all bidders, and submitted with the bid:

SBD 1 Invitation of Bid

SBD 2 Tax Clearance Requirements

Bid Form (attach the SARS Tax pin)

SBD 3.1 Pricing Schedule – Firm prices

SBD 4 - Declaration of Interests

SBD 5 – National Industrial Participation Programme

SBD 6.1 Preference points claim form (2022)

SBD 8 – Declaration of past supply chain management practice.

SBD 9 – Certificate of Independent Bid Determination.

General Conditions of Contract

Pricing Schedule

In circumstances of Joint Ventures, all relevant documentation must be provided.

(Suppliers are required to submit the original tender document with all the mandatory documents scanned into the USB) **FAILURE TO SUBMIT A USB WILL RESULT TO A SUPPLIER BEING DISQUALIFIED. This is not an option but a must.**

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SECTION 3: FUNCTIONAL REQUIREMENTS SPECIFICATION

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SECTION 3: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

- 1.1 Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IKHALA TVET COLLEGE Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Background Information

The Ikhalo TVET College comprises of two adjacently located buildings i.e. Block B Classrooms and Engineering Workshops. The following is the elevator specifications that need to be installed:

No.	Elevator Number	Make	Type	Capacity & Speed	Drive	Quantity	Location
IKHALA TVET COLLEGE - BLOCK B							
1	00100	Schindler or equivalent	2-Stops Passenger	13 Person / 1000 Kg @ 1,0 m/s	AC Dynatron – 3 geared	1	Aliwal North Classroom Lift E1
IKHALA TVET COLLEGE - WORKSHOPS							
5	00200	Schindler or equivalent	2 Stops Passenger Elevator	13 Person / 1000 Kg @ 1,0 m/s	OVF20 VVVF	1	Aliwal North Workshop Lift E1

Contractor Initial:

Main Technical Specification

Features	Selection
Reference 100	E1
Elevator Function	Passenger Elevator
Rated load / Number of passengers	1000 kg / 13
Speed	1.0 m/s
Number of Stops / Entrances	2 / 2 (G, 1)
Main stop	1 (G)
Travel height	3.32 m
Machine room	Machine room less
Headroom	3900 mm
Pit depth	1100 mm
Shaft dimensions W x D	2350 mm x 1900 mm
Building tolerance	-25 mm / +25 mm
Shaft Wall	Concrete
Car dimensions W x D x H	1600 mm x 1500 mm x 2200 mm
Car Door size W x H	900 mm x 2100 mm
Car Door Type	Door center opening, 2 panels

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Detail Technical Specification

Features	Selection
Car door detection	Static light curtain
Landing door fire protection classification	EN 81-58 E120
Counterweight location	On the left side
Car access sides	1 On the same side
Door drive	Varidor 15
Drive and control	1KS (Simplex - Collective selective)
Controller position	In the left door jamb
Controller location	Landing at floor 2 on side 1
Drive Power	7.8 kW
Main connection	TN-S (3L+PE+N)
Main power supply	400 V 50 Hz
Light power supply	230 V
Number of trips per hour	120
Elevator code compliance	EN 81-20/50
Installation method	with Local Scaffolding
Warantee / Gaurantee period	12 months

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Communication Options

Telemonitoring (operational landline provided by the client)

Tele-monitoring (allows remote monitoring of the elevator) In case a passenger presses the alarm button in the car the elevator initiates (after alarm validation) an alarm which establishes a two-way voice communication between a call center and the trapped passenger(s). The location of a call

Telealarm (mandatory according to EN81 / operational landline provided by the client) center can be anywhere (locally in the building or remotely in a regional or national call center of the maintenance company)

Voice Call Announcement
Included

Ahead BaseLine.

Schindler or equivalent Ahead offers an industry leading future ready connectivity and computing power solution for elevators (and escalators). The Ahead BaseLine including the Ahead Cube allows for real-time communication via 4G/LTE as well as Voice over IP (VoIP). The Ahead Cube is equipped with onboard computing power and memory to enable device expansion, software upgrades and the installation of applications to run additional services via extra ports, WLAN and VoIP. Ahead BaseLine complies with the tele alarm norm EN81-28 and with the highest levels of industry hardware and software security compliant with norms like ISA/IEC-62443. Over-The-Air Updates (OTA) protects the investment by connecting to the first in industry Cloud Platform to run analytics, checks and updates whenever necessary.

Passenger release alt. landing
Intercom TAI 5 5 ways Remote monitoring

Alarm by horn on car top

Control options Automatic return to main floor Door pre-opening

Out-of-service for an elevator
Auto.door closing with f.time
Position indicator car 1 Arrival gong in the car

In-service indicator Travel direction indicator

Maintenance-work indicator
Voice signalization

Floor call lock-off

Full automatic evacuation
External contact + Key switch

Energy Efficiency ISO



ISO Energy Efficiency Class:	A
ISO Usage Category:	2
Operating days per year:	365
Number of trips per day:	125
Standby power 5min:	41.4 W
Standby power 30min:	41.4 W
Idle power:	55.1 W
Nominal demand per year:	511.0 kWh

Legal disclaimer:

Comparison of energy efficiency classes is only possible under equal usage.
Reference: ISO 25745 Part 2 (2015)

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Decoration Selection

	01 Decoration line	Navona
	02 Ceiling type	Round spot St.steel AISI304 hairline
	03 Side wall	St.steel AISI304 hairline
	04 Rear wall	St.steel AISI304 hairline
	05 Floor	Speckled rubber black
	06 Skirting Alignment	Flush Aluminium Anodized Grey
	07 Handrail	Straight Stainless steel AISI304 hairline On the Left wall On the Back wall On the Right wall
	08 Mirror	Full height partial width:center



Disclaimer: The image presented is for illustrative purposes only. It is based on a fixed cabin size and may not reflect all selected features, available configurations, or accurate proportions.

Decoration Selection

Features	Selection
Car lighting	LED
Car Front Finish	Stainless Steel AISI304 Hairline Cathedral arrangement, with jambs continuing to ceiling.
Fixtures	Linea 100 Half Height Stainless Steel AISI304 hairline.K320 White Glass Display Dot Matrix Height of display glass 205 mm
Button Description	Mechanical push buttons St.st.AISI304 sandblast Braille buttons
Key Locking System	KCA31
Car Operating panel key type	Fire service
Landing Operating panel version	Linea 100 Stainless Steel brushed AISI304 White Glass Display Sandblast Stainless Steel AISI304 buttons Surface mounted vertical on wall
Landing indicator panel version	Position indic.on all landing Surface horizontal in wall
Car door	St.steel AISI304 hairline
Car door sill	Made of aluminium
Landing door sill finish	Aluminium sill
Landing door	Stainless Steel AISI304 hairline
Landing door frame dimensions	50 mm x 40 mm; LOP/LIP in wall



SCOPE OF WORKS

Subject to the commercial, technical and legal terms specified in this document, the contractor shall:

- 1 Design, manufacture, deliver to final fix position, install, Testing and Commissioning elevators / escalators by approved Inspectors all in accordance with EN81 Standard (European Norm, released by the Comite Europeen de Normalisation.
- 2 Provide Free maintenance for 12 months during Defects Liability Period (DLP).
- 3 Supply of O&M manual and As-built Drawings prior to Taking Over.
- 4 Provide the necessary documents to enable the Contractor / Employer to apply / obtain for all statutory permissions for starting / executing, and handing over the Works from various Authorities. Carry out Site Survey on building structure, prior to the start of installation, to ascertain if the building structure are constructed within construction tolerance. In the event, it is found that the Contractor has not constructed the structure within these tolerances, the Contractor at his own cost and time will rectify his errors. Installation works can only commence when these errors are rectified by the Contractor.

Item	Description of works	Main Contractor Scope	Schindler or equivalent Scope
01.	Certified Scaffolding	✓	-
02.	Separator Beams between the lifts	-	✓
03.	Separator Mesh up to 2.5 m in the Lift pit	-	✓
04.	Minor Builders works	✓	-
05.	Certified Hoisting hooks and Trimmer Beams	✓	-
06.	Weatherproof Lockable Storage	✓	-
07.	Water	✓	-
08.	Pit water proofing	✓	-
09.	Electric power supply 3 phase and single phase	✓	-
10.	Provision of electric cables up to Lift Controllers	✓	-
11.	Flooring inside car	✓	-
12.	Pit Ladder	-	✓
13.	Tower Crane / Cranage	-	-
14.	Additional wiring beyond elevator hoist way for Intercom, Fire Alarm Signal, Standby Generator Supply, BMS to respective services location.	✓	-
15.	Shaft entrance barricade for fall protection	✓	-
16.	Counterweight frame cover.	-	✓
17.	Construction time usage at additional cost	✓	-
18.	Unloading material at site and shifting	✓	-
19.	Third party inspection	-	✓
20.	Shaft Light	✓	-

3. Scope of Work

3.1 The IKHALA TVET COLLEGE requires the services of a qualified elevator company to supply and install Two (2) completely new elevators including the cars for the elevators taking into consideration that the elevators supplied are to be the most recent or current models, the equipment supplied must incorporate the latest technology and the interiors of cars to be modern. The proposal must include 1 year warranty period and as the elevators need to be serviced regularly to ensure that they are safe and that they operate at their maximum capacity to include a 3 years fully comprehensive maintenance plan. The appointed service provider will be required to provide the following:

- Supply and installation of a new passenger/goods elevators
- Provide Electrical work related to project, including all electrical work required between the elevator and the Distribution Board (DB board), as well as the required work within the DB board
- Construction of elevators shaft and all related structures
- Provide comprehensive maintenance for the 2x installed elevators

3.2 Elevator Installations

At appointment, the service provider is expected to provide detailed designs of proposed elevators which must address the technical and implementation challenges associated with the installation of the 6 elevators.

3.3 Technical Specifications of Elevator:

Service provider would be required to investigate industry-recognized manufacturers of the equipment and components being proposed. Items to consider shall include, but not be limited

to, product reliability and performance, manufacturer's years of service, after sales maintenance and service team, equipment costs, warranties, guarantees, delivery schedule.

The service provider will be required to provide full specifications on the equipment, components and the interior styles for the new elevators which must meet the objective of this project.

The service provider shall develop a proposed sequenced phased construction schedule that identifies how the existing elevators are to be replaced with the new elevators without jeopardizing the security of the facility, inconvenience to staff and minimize the required downtime. The schedule shall consider all long lead time items to ensure they will be on site and available for installation when required. The service provider will also be required to comply with the following:

- Ensure that the elevator installation work carried out will comply with the latest standards such as EN 81-20 and EN 81-50 and in accordance with SANS regulations - SANS1545-1 for electric passenger elevators.
- Ensure that the elevator installation works are carried out in a programmed sequence in terms of a documented plan.
- Ensure that the established performance levels for the elevator installation are achieved and maintained.
- Ensure that the elevator installation works are carried out with minimum disruption and discomfort to IKHALA TVET COLLEGE clients and visitors.
- Ensure responsible and effective process of risk assessment and risk management during the elevator installation works.
- Ensure prompt and effective support structure to deal with all matters during the elevator installation.
- Installation and commissioning of elevators, which must include the issuing of relevant **Annexure A certification – Certificate of commissioning acceptance test for electric elevators**, that must be done by an independent SANAS registered elevator inspector. Comprehensive report to be kept in a suitable protective holder by each lift.

The table below shows the basic requirements/ specification of the new elevators (Bidders can provide same or better as per most recent or current models

Note: Bidders are required to provide options where the specifications are not detailed/ included.

3.4 Comprehensive maintenance

The service provider shall at all times ensure the following:

- The safety and comfort of passengers using the equipment;
- The accuracy and reliability of the equipment performance;
- That preventative maintenance is carried out at all times;
- That the equipment and associated spaces are kept clean and presentable at all times and that the maintenance is carried out in a programmed sequence (Annual Preventative Maintenance Plan) so as to protect IKHALA TVET COLLEGE's investment.

The service provider will be required to perform a comprehensive maintenance service to the 2 new elevators installed. The comprehensive maintenance shall include but not limited to the following

- Systematically examine the equipment in accordance with the elevator regulations/standards and the Manufacturer's requirement at monthly intervals;
- Ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act who are qualified Elevator Mechanic/s experienced and skilled in maintaining the proposed lifts and who are employed and supervised by the service provider. IKHALA TVET COLLEGE reserves the right to request and be granted copies of certificates of qualification/ competence for the Elevator Mechanic/s or Senior Technical personnel;
- Not to permit the Maintenance Agreement to be assigned, transferred or modified without written approval of IKHALA TVET COLLEGE;
- To perform the maintenance and repair work required in terms of the Maintenance Agreement during regular working hours being Monday to Friday during the hours of 08:00 to 16:30, statutory holidays excluded, except in the case of call-backs.
- To provide call out service twenty-four (24) hours a day, seven (7) days per week. The call-out service shall be carried out at no additional expense to IKHALA TVET COLLEGE unless caused by misuse or abuse of the equipment. Technicians shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call- backs;
- To supply, repair and replace all parts of every description made necessary by normal wear and tear without expense to IKHALA TVET COLLEGE when such replacement or repair is deemed necessary by the service provider in accordance with the Maintenance Agreement and the manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used;
- To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum equipment operation;
- To ensure that all wiring diagrams and other drawings of a technical nature related to the equipment are available for the sole use of the service provider, IKHALA TVET COLLEGE or its technical personnel. The wiring diagrams enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the machine compartment;
- To provide a maintenance site register/record book located in the machine compartment and maintain accurate records of all service procedures, site visits, stoppages, break downs, planned repairs and safety related equipment operation tests and checks. This register shall become the property of IKHALA TVET COLLEGE and shall be kept in the machine compartment for a minimum period of ten (10) years as required by the Act;
- To commence immediately upon commissioning of new lifts for the maintenance work, to record all details as requested by a customer communication logbook (if so required and situated at a mutually agreed location) for effective two-way communication between the IKHALA TVET COLLEGE Building Management staff and SP personnel. This logbook shall accurately record each and every site visit and attention to complaints raised by either party, especially during the first year of this contract;
- To provide, on request by IKHALA TVET COLLEGE, reports detailing a history of the equipment call-backs, repairs and break-down repairs to each and every elevator;
- To inform IKHALA TVET COLLEGE verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment situated within the shaft, pit or in the immediate vicinity of the equipment, even if the hazardous or undesirable situation does not form part of the service provider's responsibility;
- To inform IKHALA TVET COLLEGE in writing at least forty-eight (48) hours prior to carrying out any planned major repair or modification to the equipment deemed necessary by the service provider,

such as a rope-change, even if this modification may benefit the equipment or if the cost of this modification is for the service providers account;

- To provide every 24 months the Annexure B certification - **Comprehensive report for electric elevator** to confirm that the elevators are in good working condition and comply with the act. Inspection must be conducted by an independent SANAS registered elevator inspector. The service provider shall in addition to displaying this comprehensive report in a suitable protective holder by each lift, forwarding to IKHALA TVET COLLEGE a copy of the certificates.

3.5.1 Performance Levels

3.5.1.1 Call-out Rate

The service provider shall ensure that the frequency of equipment breakdowns does not result in the target number of twelve (12) call-outs per unit per annum being exceeded. The twelve (12) month period used to assess the call-out rate shall be the period from the date or anniversary date of the commencement of the Maintenance Agreement to end of the month preceding the following anniversary date or per calendar year as agreed to in advance.

3.5.1.2 Down-time

The Maintenance Plan shall be structured and implemented so as to ensure that during any *planned down-time* only one elevator should be inoperative. The maximum down-time should not exceed six (6) hours per elevator unit per month.

Note: Down-time is the period the equipment is not in operation due to structured service, equipment breakdowns and unplanned repairs.

3.5.1.3 Call-out Response Times

The service provider shall ensure at any time of the day or night, seven (7) days a week, inclusive of all statutory holidays, throughout the maintenance period, that Technicians are available to respond to call-outs with regards to emergencies or break-downs of the equipment. The response times to call-outs shall be within the time period as set below and shall be the time the call is received by the service provider to the time the Technician arrives on site.

Maximum target – Call-back response times

	Normal working hours	Outside normal working hours
Passenger entrapments (occupied stop)	30 minutes	45 minutes
Elevator out of service (unoccupied stop)	60 minutes	90 minutes

3.5.2 Preventative Maintenance

The service provider shall, on a monthly basis, systematically examine the equipment in accordance with all Regulations, this request, the manufacturer's requirements and the service provider's Maintenance Plan, and perform the necessary adjustments, component replacements, cleaning and lubrication. All lubricants shall be of the proper grade for the purpose used and as specified by the manufacturer.

3.5.2.1 Maintenance work shall include but is not limited to the following:

- Examining, cleaning and equalizing tensions of all main, selector, governor and compensation ropes. Renewing of all ropes, when the rope-wear or condition exceeds the manufacturer's specification and/or the OHS Act requirements with regards to the maintenance and discarding of ropes. The ropes shall at all times produce an acceptable elevator operation and shall ensure an adequate safety factor.
- Repairing and/or replacing all electrical wiring and conductors extending to all parts of the equipment from the load side of the Main Breaker switch, distribution panels or other points of supply.
- Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation.
- All oil reservoirs/pots shall be kept properly sealed to prevent leakage and dust ingress.
- The pits shall be thoroughly cleaned at maximum three (3) monthly intervals except in the case of observation elevators with visible pits, in which case the pits shall be cleaned at least once every month.
- Keeping the exterior of the machinery and any other parts of the equipment, properly painted and presentable at all times.
- To thoroughly test monthly, car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom, car door open buttons, and escalator handrail brush contacts and emergency stop switches.
- To visually inspect monthly, elevator floor levels and pits, reporting on and attending to non-compliances.
- To thoroughly test at maximum six (6) monthly intervals, buffer electrical safety contacts, safety gear electrical contacts, governor electrical contacts, emergency stop switches, and all escalator electrical safety contacts.
- To thoroughly inspect and report at maximum six (6) monthly intervals, the main hoisting ropes, including selector, governor and compensating ropes, as required by the Act.
- To thoroughly test and log at maximum twelve (12) monthly intervals, the car and counterweight safety gear, over-speed governors, ultimate limits, main brakes and buffers.
- To thoroughly test by actuating the elevator break-glass unit or fire signal at maximum twelve (12) monthly intervals, the elevator emergency fire control operation (if fitted). The results and date of the test shall be recorded in the site maintenance register. IKHALA TVET COLLEGE or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
- To thoroughly test (if and where applicable) by simulation at maximum twelve (12) monthly intervals, the elevator emergency stand-by power control operation (if applicable). The results and date of the test shall be recorded in the site maintenance register. IKHALA TVET COLLEGE or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section.
- The following components shall be included as part of the Preventative Maintenance at no additional cost to IKHALA TVET COLLEGE:
 - Replacing of Elevator car light lamps or fluorescent tubes, and all signal lamps; and
 - Elevator shaft lighting (if applicable) - lamps or fluorescent tubes;

3.5.3 Service Conditions

The successful bidder will be required to enter into a Maintenance Agreement with the IKHALA TVET COLLEGE which Agreement will cover, but not limited to, the following terms and conditions:

3.5.3.1 Exclusions from Service Provider Obligations

- The costs of call outs and repairs necessitated by reason of negligence other than the negligence of the service provider, their Employees or Agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by IKHALA TVET COLLEGE. A breakdown of the charge, with specific reference to the amounts allowed for both Labour and material, shall be clearly indicated on the service providers quotation to IKHALA TVET COLLEGE, as also the percentage mark-up
- The following items of equipment are not included or covered under this Agreement unless their repair, replacement or adjustment can be attributed to the service provider's omissions and/or negligence:
 - Car, shaft and pit light fittings
 - Car enclosures, hoist way enclosures;
 - Car and landing door panels, surrounds, frames, architraves and sills, unless attention may further be required as a result of incorrect running clearances;
 - Decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings;

Note: At an additional cost to IKHALA TVET COLLEGE the service provider shall be requested to install any additional equipment or accessories to the equipment which is recommended or required by the government, provincial, municipal or any other authority under new legislation. Should any form of labour and/or material be required on any of these excluded components, these costs will be brought to the attention of IKHALA TVET COLLEGE via a detailed written quotation who will then provide a separate order to cover these costs.

3.5.3.2 Obligations of IKHALA TVET COLLEGE

IKHALA TVET COLLEGE agrees and undertakes:

- To issue the necessary operating instructions and procedures to the tenant/s so as to ensure that at all times the elevator equipment will be used in a reasonable manner.
- To advise the service provider immediately when the equipment malfunctions or becomes inoperative.
- Not to authorize or allow any person/s other than the service provider or their duly authorized employees to carry out any maintenance work on the equipment during the currency of the Agreement, unless prior written consent from the service provider has been obtained. Should any work be carried out by any other company or person, prior to or during the term of the Agreement, the service provider shall not be liable for any act, occurrence or omission on the part of such company or person/s or equipment supplied.

To ensure that the service providers workmen shall at all reasonable times have free and undisturbed access to the equipment for the effective execution of normal maintenance procedures as well as emergency after-hours callout services in accordance with the Maintenance Agreement.

- To ensure that the building with regards to the elevator equipment complies with the applicable Regulations and local by-laws.

3.5.4 Inspections

3.5.4.1 The IKHALA TVET COLLEGE shall retain the right to, at any time, order a service and/or safety quality audit inspection and or risk assessment in order to:

- Witness and/or verify the performance of any maintenance work by the service provider at any time, or to gauge the safety performance and statutory compliance of the equipment.
- The service provider shall not be liable for the costs of these inspections. However, should the inspections highlight any contractual or statutory non- conformance on the service providers part, the service provider shall be liable for the corrective action costs of both labor and material to remedy the stated non- conformance.

3.5.4.2 The service provider shall carry out the following annual inspections/surveys:

- To effectively monitor the equipment's maintenance, detailed annual audit inspections of the equipment shall be undertaken by the service provider's senior personnel (minimum supervisor or field engineer level) or the service provider's Quality Assurance Inspectors.
- The details of the annual inspections, date of inspection and the condition of the equipment shall be recorded on a checklist signed and certified by the service provider's representative and a copy forwarded to IKHALA TVET COLLEGE's Agents in order to monitor and close the quality inspection loop. Should any defects or remedial work be required in terms of the Annual Inspection, the service provider shall expeditiously undertake the corrective action work within a thirty (30) day period and shall forward to IKHALA TVET COLLEGE on completion a signed copy of the detailed items rectified.
- IKHALA TVET COLLEGE shall have the right to re-inspect and/or validate the acceptable completion of this corrective action.

3.5.4.3 Independent Inspections:

- IKHALA TVET COLLEGE shall at any time have the right to authorize independent SANS 1545 compliance inspections of an individual or the entire elevator and escalator equipment installations using suitably qualified Registered Elevator Inspectors. A copy of the results of such inspections shall be promptly communicated in writing to the service provider. Should any defects or remedial work be required in term of the Maintenance Agreement, the service provider shall expeditiously undertake within a mutually agreed time period (usually 30 days) to carry out the corrective work. When the service provider's work has been completed satisfactorily, IKHALA TVET COLLEGE shall be notified in writing. In the opinion of IKHALA TVET COLLEGE, a further follow-up inspection by IKHALA TVET COLLEGE or its Agent(s) may be conducted.
- Should the follow-up inspection show that the work as agreed and undertaken by the service provider has not been carried out satisfactorily, IKHALA TVET COLLEGE or their Agent will place the service provider in default and allow him a maximum fourteen (14) calendar days to rectify the situation. Should the service provider still be in default at the end of this

period, IKHALA TVET COLLEGE shall have the right to summarily cancel the Maintenance Agreement and/or take such action as IKHALA TVET COLLEGE deems fit to rectify the situation to IKHALA TVET COLLEGE's satisfaction.

- Notwithstanding IKHALA TVET COLLEGE's rights in terms of the clause above, the service provider shall still be liable for the costs associated with the correction of the non-compliance which placed the service provider in default in the first place. He shall refund to IKHALA TVET COLLEGE these costs, failing which IKHALA TVET COLLEGE retains the right to subtract these costs from any fees due to the service provider.
- The Independent Inspections shall in no way limit the service provider's responsibility with respect to any obligation or liabilities in terms of The Maintenance Agreement or the Act.

4 Occupational Health and safety

In the execution of all its duties and obligations under the subsequent agreement, the successful tenderer shall comply with all the relevant provisions of The Elevator, Escalator and Passenger Conveyor Regulations ("the Regulations"), published on 17 September 2010 under the Occupational Health and safety Act, Act 85 of 1993, as amended from time to time, together with all the legislation and regulations referred to in the Regulations. Non-compliance with the Regulations will be construed as a material breach of the tender and subsequent agreement.

Bidder to provide a valid Letter of Good standing (COIDA) and will be required to provide a Safety File on appointment.

5 Project Timelines

The appointed service provider(s) will be required to start immediately after appointment with the project (Design, remove, supply and install) the two (2) x new lifts within the period of eight months. Once the installations is completed the appointed service provider will be required to sign the contract and provide the comprehensive maintenance for a period of three (3) years, subject to annual review of service provider's performance. The IKHALA TVET COLLEGE reserve the right to extend the period not exceeding five years.

6 Technical Evaluation Criteria

6.1. Mandatory Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

6.1.1 Insurance Requirements	Comply	Not Comply
The bidder must be able to take All Risk insurance must be submitted with the tender document. Below are the minimum cover amounts that will be required: THEFT & MALICIOUS DAMAGE R 50 000.00 SURROUNDING PROPERTY LIMIT R 500 000.00 CLAIMS PREPARATION COSTS R 10 000.00 PUBLIC LIABILITY LIMIT R 5 000 000.00 CONTRACTORS ALL RISK INSURANCE: R600 000.00 The bidder will be required to provide proof of such cover upon appointment.		
Substantiate / Comments		

6.1.2 CIDB Registration	Comply	Not Comply
The bidder must be registered with CIDB in a contractor grading designation equal to or higher than 5GB (4GBPE) OR 5ME (4MEPE) OR HIGHER. The bidder must maintain and be registered with the CIDB for the duration of the contract. The bidder must submit/ attach a valid CIDB Registration certificate as proof of registration.		
Substantiate / Comments		

6.1.3 LETTER OF GOOD STANDING	Comply	Not Comply
The bidder must have a valid COIDA letter of good Standing throughout the duration of the contract. Bidder must submit/ attach a valid Letter of Good standing (COIDA) and will be required to provide a Safety File on appointment.		
Substantiate / Comments		

6.1.4 INDEPENDENT ELEVATOR INSPECTOR REGISTRATION WITH SANAS	Comply	Not Comply
The bidder will be required to provide a compliance report and certification which must be done by an independent elevator inspector who must be registered with SANAS. Bidders must submit/attach as part of this response a certificate from SANAS to confirm that the elevator inspector is SANAS registered.		
Substantiate / Comments		

7 Technical Evaluation Criteria

7.4 Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

7.1.1 BIDDER'S RELEVANT EXPERIENCE	Comply	Partially Comply	Not Comply
The bidder must demonstrate relevant experience in providing elevator installations (including building work), associated project management and providing maintenance services, as per the above scope of work in buildings that have high usage i.e. corporate buildings and shopping malls. The bidder must provide five (5) relevant appointment letters, completion certificates and contactable references of similar elevator installations done and have provided elevator maintenance services in the past six (6) years for buildings that have high usage i.e. corporate buildings, Residential buildings and shopping malls. ▪ 0 or no relevant appointment letter, Completion and Reference = 0 Points ▪ 1 appointment letter, Completion and Reference = 5 Points ▪ 3 appointment letters, Completion and References = 10 Points ▪ 5 or more appointment letters, Completion and References = 15 Points			
Substantiate / Comments			

7.1.2 QUALIFICATIONS AND SKILLS OF KEY PERSONNEL	Comply	Partially Comply	Not Comply
The bidder's key personnel of the proposed team must have relevant qualifications, skills and experience needed for the services required (installations and servicing). Team members are to have a minimum of five (5) years' relevant experience within the elevator mechanical engineering space. Elevator Installation Project - Team Leader (Mechanical Engineer) The team leader of the proposed project team is required to have a minimum of Eight (8) years' experience in elevator installations and project management. The leader must also demonstrate, through previously completed projects, their experience in leading projects of this nature. At least one principal member or the team leader of the bidders proposed team must be registered and in good standing with the following relevant statutory body and provide proof of membership: • Engineering Council of South Africa (ECSA) • Membership of the Elevator Inspectors Association of SA (LIASA) and • Certification of elevator inspection authority by SANAS or Department of Labour (DOL) • 0 or no experience = 0 Points • 1 Year experience = 5 Points • 5 years experience or less = 10 Points • 8 Years experience or more = 15 Points Project Manager A project manager must be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) and possess a minimum of eight (8) years of relevant experience in the field. • 0 or no relevant experience = 0 Points • 3 Year experience or less = 5 Points • 7 years experience or less = 10 Points • 8 Years experience or more = 15 Points Civil Engineer A Civil Engineer must be registered with the Engineering Council of South Africa (ECSA) and have Ten (10) years relevant experience post professional registration in building construction to ensure expertise and compliance. • 0 or no relevant experience = 0 Points • 3 Years or less experience = 5 Points • 9 years or less experience or less = 10 Points • 10 Years and more experience or more = 15 Points			

Health and safety officer A health and safety officer must be registered with SACPCMP as a professional and have five (5) years' experience post professional registration and relevant to this project content. • 0 or no relevant experience = 0 Points • 5 years or more relevant experience = 10 Points 3 Year Maintenance The bidder's proposed maintenance team must: a) have the relevant and necessary skills mix to provide a service to the IKHALA TVET COLLEGE site taking into account the maintenance schedules and the related timing; (b) Be trained to be able to provide the required level of service. The bidders must submit, as part of its proposal, the following: The structure and composition of the proposed team, clearly outlining the main disciplines and the key personnel responsible for each discipline – Technician must hold a qualification in either mechanical engineering or electrical engineering • Membership of the Elevator Inspectors Association of SA (LIASA) and • Certification of elevator inspection authority by SANAS or Department of Labour (DOL) • Diploma in mechanical or electrical engineering = 5 Points • B-tech or Degree or higher in Mechanical or Electrical engineering = 10 Points CVs of the key personnel; and the CVs must clearly highlight qualifications, memberships and areas of experience/ competence relevant to the tasks and objectives of this project as outlined above. Technician must have five (5) years experience post obtaining qualification • 0 or no relevant experience = 0 Points • 5 Years or more relevant experience = 5 Points			
Substantiate / Comments			

7.1.4 PROJECT PLAN	Comply	Partially Comply	Not Comply
The service provider will be required to develop a proposed sequenced phased construction schedule that identifies how the construction and installation of the elevators will be carried out with minimal disruptions to teaching and learning within the campus. The schedule shall consider all long lead time items to ensure they will be on site and available for installation when required. The bidder is requested to submit a detailed project plan and a project schedule in a form of a gannt chart which clearly indicates the key activities with project timelines as outlined above. The timelines should be within a period of eight months. • Workplan and schedule not submitted = 0 Points • Workplan and schedule submitted and partially talks to the project = 5 Points • Workplan and schedule submitted and talks in detail to the project = 10 Points			
Substantiate / Comments			

7.1.5 MAINTENANCE PLAN	Comply	Partially Comply	Not Comply
The bidder will be required to provide comprehensive maintenance to all two newly installed lifts. Bidder must submit a maintenance plan indicating how the comprehensive maintenance will be conducted to all installed lifts. The bidder must stipulate the manufacturer's warranty provisions and associated terms and conditions and must clearly outline the commencement of the maintenance plan and also state response time of all queries • Maintenance plan not submitted = 0 Points • Maintenance plan submitted and partially talks to the project = 3 Points • Maintenance plan submitted and talks in detail to the project = 5 Points			
Substantiate / Comments			

7.1.6 COMPLIANCE TO IKHALA TVET COLLEGE COMMERCIAL TERMS	Comply	Partially Comply	Not Comply
The bidder will be required to comply with all the IKHALA TVET COLLEGE commercial terms as stipulated in paragraph 3 above. Bidders must provide a detail proposal indicating how they will comply with all the IKHALA TVET COLLEGE commercial terms as stipulated under paragraph 3 above. It is a compulsory requirement for the contractor to train a minimum of 5 students from the IKHALA TVET college at the budget allocated by the college			
Substantiate / Comments			

PART AINVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: ITVET-001/10/2025		CLOSING DATE: 17 November 2025		CLOSING TIME: 11:00	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ikhala Admin Centre					
2020 Gwadana Drive					
Ezibeleni					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkosinathi Futshane		CONTACT PERSON	Malibongwe Vava	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nkosinathi.futshane@ikhala.edu.za		E-MAIL ADDRESS	Malibongwe.vava@ikhala.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

C. SBD 2 - TAX CLEARANCE REQUIREMENTS

It is a condition of bidding that:

- 1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
- 2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)” must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
- 3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE (in respect of tenders)	
--	--

- 1. Name of taxpayer / bidder: _____
- 2. Trade name _____

3.	Identification/Passport number:																		
----	---------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4.	Company/Close Corporation registration number:																		
----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5.	Income tax reference number:																		
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6.	VAT registration number (if applicable):																		
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7.	PAYE employer's registration number (if applicable):	
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Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Telephone number: Code: _____ Number: - _____

Address: _____

DATE: 20____ / ____ / ____

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and / or additional tax leviable due to the late- or underpayment of taxes, duties or levies or the rendition returns by any person as a result of any system not being year 2000 compliant.

II. SBD 3.1

A.

B. **PRICING SCHEDULE – FIRM PRICES** (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: ITVETC-001/10/2025
Closing Time 11:00	Closing date: 17 November 2025

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

ITEM NO.	QUANTITY DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

2.9.1 Did you or your spouse, or any of the company's directors.

2.8 **YES / NO**

trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

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

2.9.1If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

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

.....
Signature

.....
Position

.....
Date

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor's letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Specific goal: **Locality** – Promotion of South African owned enterprises.

(a) A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or

(b) A **valid** lease agreement from the lessor or

(c) A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantage individuals (100% black ownership)	12	
75 -99 % Black ownership	10	
60-74% black ownership	8	
51-59% black ownership	6	
0-50% black ownership	0	
Locality specific area (Chris Hani or Joa Qgabi districts) – bring proof of residential address	2	
Wholly or partially owned by female (copy of your Identity document/s)	3	
Wholly or partially owned by disabled people (Dr confirmation letter/certificate)	2	
Wholly or partially owned by youth	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

- a. Name of company/firm.....
- b. Company registration number:
- c. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company

[TICK APPLICABLE BOX]

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

SBD 8: 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	Item	Item	Item
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:		

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

2

TABLE OF CLAUSES

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6. Patent rights
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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with 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 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 contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for

eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

17. Contract amendments

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

18. 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.

19. 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.

20. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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 and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

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

13(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.

General Conditions of Contract (revised February 2008)

SECTION 4: PRICING DATA

SECTION 5: DRAWINGS