



BID NUMBER: KHC BID 03/2026

BID NAME: King Hintsa seek to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.

CLOSING DATE: 18 May 2026

CLOSING TIME: 12:00 pm

NAME OF BIDDER: _____

USE BLACK INK ONLY TO COMPLETE THIS DOCUMENT

Table of contents

No	Index	Page Number
1	Cover page	Page 1 of 45
2	Table of Content	Page 2 of 45
3	Bid Notice	Page 3 of 45
4	Invitation to bid-SBD 1	Page 4 – 5 of 45
5	Terms and Conditions for bidding	Page 6 of 45
6	Mandatory compliance requirements	Page 7 of 45
7	Functionality Evaluation	Page 8-9 of 45
8	Reference checks & POPIA Act Disclaimer Act	Page 10 of 45
9	Scope of work	Page 11- 14 of 45
10	Submissions of the bid	Page 15 of 45
11	Annexure B-SBD 4	Page 16- 18 of 45
12	Annexure C- SBD 8	Page 19 – 20 of 45
13	Annexure D- SBD 9	Page 21 -24 of 45
14	Authority to sign bid documents	Page 25 – 30 of 45
15	Annexure E	Page 31 of 45
16	Annexure F - General Conditions of Contract	Page 32 - 45

BID NOTICE

No	BID NUMBER	DESCRIPTION OF SERVICES	CLOSING DATE	ENQUIRIES	Briefing session
1	KHC BID 03/2026	King Hintsa seeks to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis..	18 May 2026	Technical Enquiries Contact: Mr L. Solven Tel No. 047 401 6400 Email: lsolven@khc.edu.za	Not applicable
			Closing time	SCM Enquiries: Contact: Ms. N. Maseme Tel: 047 401 6400 Email: nmaseme@khc.edu.za	
			12:00 pm		

Tender documents will be available from **28 April 2026** up to **15 May 2026** from 08:00 to 16:30 (**Monday to Thursdays and 08.00am -14.00pm on Fridays**). A non-refundable bid fee of R250.00 for each is payable by means of electronic transfers to **Account Name:** King Hintsa TVET College, **Account No:** 62387644125, **Branch Code:** 250655 **Ref:** 00032026KHCBID **Bank Name:** First National Bank.

Bid documents can be collected at the below address:

King Hintsa TVET College (Administration Centre)

218 Mthatha Road

N2

Butterworth

4960

OR

Requested electronically with proof of payment attached at:

nmaseme@khc.edu.za

Tel: 047 401 6400

ANNEXURE A

SBD1

INVITATION OF THE BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KING HINTSA TVET COLLEGE

BID NUMBER:	KHC BID 03/2026	CLOSING DATE:	18 May 2026	CLOSING TIME:	12h00 Pm
-------------	------------------------	---------------	--------------------	---------------	-----------------

DESCRIPTION	King Hintsa seeks to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.
-------------	---

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **KING HINTSA TVET COLLEGE, ADMINISTRATION CENTRE, 218 MTHATHA ROAD, N2, BUTTERWORTH,4960.**

SUPPLIER INFORMATION1

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE FOR DIRECTORS TRUSTEES etc., MEDICAL CERTIFICATE if applicable, PROOF OF ADDRESS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		COMPANY SHARE CERTIFICATES CENTRAL DATABASE SUMMARY REPORT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SCM unit	CONTACT PERSON	Mr. L. Solven
CONTACT PERSON	N. Maseme	TELEPHONE NUMBER	047 401 6400
TELEPHONE NUMBER	047 401 6400/6437	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	lsolven@khc.edu.za
E-MAIL ADDRESS	nmaseme@khc.edu.za		

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.3. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION
- 1.4. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

BID NUMBER: KHC BID 03/2026

BID NAME: King Hintsa seeks to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.

Stage 1: Mandatory Compliance documents

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

- Original SARS valid Tax clearance certificate or valid tax pin **(In case of a JV, partners MUST individually submit)**
- Certified Proof of company registration (CIPC). **(In case of JV, partners must individually submit) (certification stamp must not be older than 6 months)**
- Certified Proof of valid Shareholder Certificate/Valid proof of ownership of the type of entity. **(In case of JV, partners must individually submit) (certification stamp must not be older than 6 months).**
- Proof of registration with Central Supplier Database as per Treasury Regulations. **(In case of JV, partners must individually submit)**
- Accurately and fully completed supplier declaration forms **(SBD 1, SBD 4, SBD 8, and SBD 9). (In case of JV, all JV partners must individually submit).**
- Original, accurately and fully completed bid document. Bidders should state “**Not Applicable**” where it’s not applicable”. Each page of the bid document must be initialed/signed where appropriate. **(In case of JV, bid document MUST be signed by authorized/lead partner and initialed by BOTH partners).**
- Certified Proof of accreditation with QCTO and any SETAs **(certification stamp should not be older than 6 months)**
- Proof of payment of bid document purchased clearly indicating the reference number i.e. bid number.
- Clear JV percentage split must be indicated in a JV agreement.
- JV agreement must submit JV bank account confirmation if JV is existing.
- Letter of intent /JV agreements in case of JV and they must be signed by both partners.
- Letter of authority to be signed by a lead partner in case of JV.

OTHER REQUIREMENTS

- Company profile.
- Certified ID copies of owners/shareholders **(certification should not be older than six (6) months)**
- Critical skills related qualifications will be an add an advantage.

BID NUMBER: KHC BID 03/2026

BID NAME: King Hintsa seek to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.

EVALUATION AND SELECTION CRITERIA

A two-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for Compliance with bid requirements. Only service providers who meet all the criteria for Compliance with id requirements will proceed to Functionality (Stage 2). Bidders who obtain 70% points and above out of 100% points will be recommended for appointment

Stage 2: Functionality Evaluation

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

Table:1 Functionality Assessment

FUNCTIONALITY	POINTS
<p><u>Company Experience:</u></p> <p>Tenderer has experience in successfully completing projects of similar value of atleast R10 million, similar scope and complexity of this project within the Republic of South Africa. i.e. The bidder must have raised a minimum of R10 million per project of a minimum of 4 projects managed.</p> <ul style="list-style-type: none">• 4 reference letters and appointment letters= (30 points).• 3 reference letters and appointment letters = (20 points).• 2 reference letters and appointment letters= (10 points).• 0-1 reference letters and appointment letters= (0 points). <p>NB: Only reference letters of services rendered in the last five (5) years will be considered. Authentic and verifiable references from contactable references will be allocated points.</p>	30
<p><u>Technical Expertise</u></p> <p>Management organogram and key staff:</p> <p>The key technical team in the organogram must include the following as a minimum: (CVs and certified qualifications and IDs must be attached).</p> <ul style="list-style-type: none">• The bidding company must have at least 5 years' experience and more in PMO services in fundraising and financial management services and infrastructure delivery. (No points should be allocated where one items is missing in the experience or bear less experience than required = 5 points	40

<ul style="list-style-type: none"> • Project Director (5-10 years' experience with expertise in financial oversight, Fundraising, Project Management and NQF8 Finance or PM qualification. CA/PM registration). = 5 points • Finance specialist (5 years' experience with expertise in financial oversight, Fundraising and NQF8 Finance or PM qualification. = 5 points • Project Manager (5 years' experience with expertise in financial oversight, Fundraising, Project Management and NQF8 Finance or PM qualification). = 5 points • Supply Chain Expert in Public Sector Procurement minimum NQF 7- and 5-Years Experience = 5 points • Monitoring & evaluation Expert with a qualification at NQF 7 or above in Public Sector M&E and 5 years' experience. = 5 points • Education Psychologist with at least 5 years' experience in student counselling. = 5 points • Project Admin support (5 years' experience with expertise in Project Administration support and Tertiary Qualification NQF6). = 5 points 	
<p><u>Methodology</u></p> <p>The bidder must demonstrate their understanding of the objectives of this project. To substantiate, the bidder must provide the following:</p> <ul style="list-style-type: none"> • The submitted proposal, methodology/approach and the implementation plan clearly outline all the phases to be carried out and aligns with the objectives of the institution with regards to fund raising = 20 points • The organogram demonstrated aligns with the project methodology and the implementation plan= 10 points • <p>Documents to be submitted</p> <ul style="list-style-type: none"> • A detailed proposal of the methodology/approach to be used to carry out the scope of work, outlining each phase and clearly demonstrate how the project objectives and deliverables will be achieved. • Provide a team organogram and specific roles. 	20
<p><u>Financials</u></p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> • A valid Bank rating letter = 10 points • No submission = 0points 	10
Total	100

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

Reference checks

- At this stage, reference checks will be conducted on responsive bidders who have achieved the minimum of 70 points required for functionality scoring.
- Failure to obtain satisfactory responses on references may lead to non-recommendation.
- Each reference **must include** contactable telephone numbers and email addresses.

POPIA Act Disclaimer

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

BID NUMBER: KHC BID 03/2026

BID NAME: King Hintsa seek to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.

SCOPE OF WORK

1.INTRODUCTION

King Hintsa TVET College ("The Institution") seeks to appoint a panel of suitably qualified and experienced firms ("The Service Provider") to assist with fundraising and project management office ("PMO") services for various programmes for a period five (5) years on a risk basis. The programmes will largely be infrastructure, training and institutional wellness support related according to the identified needs of The Institution (for staff and students).

These programmes are aimed at addressing skills gaps and accelerating the implementation of occupational qualifications, providing support to the local economy and enhancing employability by providing pathways to employment for recent graduates and unemployed youth and fostering entrepreneurship within critical economic sectors. This request for proposal ("RFP") highlights the urgent need for funding to provide training, infrastructure improvement, and support services to ensure successful implementation and impact.

The Service Provider will be responsible for the overall management and coordination of the programmes, including securing funding, overseeing student and staff registration, and administration, appointing programme implementers ensuring quality of course instruction, and reporting to stakeholders where the college deems it necessary.

2. PURPOSE

The purpose of this engagement is to secure the services of capable service providers to:

- Facilitate fundraising in support of training programmes and associated infrastructure development
- Efficiently and effectively manage the implementation and delivery of training programmes
- Assist: The Institution" in providing support services to staff and students in terms of wellness, awareness and related support services.
- Ensure the programmes are delivered to a high standard, meeting the needs of students, employers, and funders.
- Maximize the impact and sustainability of the identified programmes and infrastructure improvements.
- Ensure compliance with all relevant regulations and funder requirements (including reporting).

3. Work Breakdown Structure

The Service Provider shall provide the following services.

3.1 Fundraising

- Develop a comprehensive funding strategy for the training programmes, support services and infrastructure development, including identifying and pursuing funding opportunities from public and private sector sources
- Prepare and submit funding proposals and applications to potential funders / partners
- Manage relationships with funders, including providing regular updates and reports
- Monitor funding received and ensure it is disbursed and utilized in accordance with funder requirements and project budgets
- Identify and mitigate financial risks associated with the programmes.

3.2 Student and staff administration

- Working with the Institution, assist in developing and implementing student and staff recruitment and admission processes, ensuring they are fair, transparent, and efficient. This will be for the programmes that have been successful in raising the funding for.
- Working with the Institution, assist in managing student and staff recruitment and admission processes, ensuring they are fair, transparent, and efficient.
- Using an online recruitment system with robust data management capabilities
- System must further incorporate document upload capabilities, interviewing capabilities and mass communication capabilities.
- Manage student and staff registrations (for agreed programmes / courses), ensuring accurate record-keeping and compliance with institutional policies
- Monitor student and staff attendance, progress, and performance for the programmes.
- Manage communication and feedback to programme participants.
- Provide an ad hoc student counselling service.
- Establish employer relations for the placement of students and the college staff.

3.3 Appointment and management of programme implementers

- Assist in developing criteria for the selection of the Programme Implementers, ensuring quality, experience, and alignment with programme objectives which will include provision of training, support programmes and infrastructure delivery.
- Assist in the procurement process for the appointment of the Programme Implementers, including assisting in developing tender documents, evaluating proposals, and negotiating contracts.
- Assist in contract management of Programme Implementers, ensuring clear terms and conditions, including performance expectations, deliverables, and payment schedules.
- Assist in monitoring the performance of Programme Implementers against contractual obligations, including quality of instruction, programme outcomes, and compliance with relevant standards.
- Address any issues or disputes that may arise with Programme Implementers.
- The assessment and certification of students, ensuring that it is rigorous, fair, and in accordance with relevant regulations

3.4 Monitoring support

- Identify, assess and manage project risks
- Ensure that students receive appropriate certification upon successful completion of their training
- Monitor grant disbursements to verify alignment with payment schedules and approved budgets
- Administer student disbursements in accordance with established guidelines
- Oversee facilitator performance and deliverables, as stipulated in their respective contracts
- Collect and analyse data pertaining to learner performance, course completion rates, and other relevant metrics that track programme performance and outcomes
- Conduct regular meetings with the Institution to review progress against agreed-upon objectives
- Ensure that any infrastructure project(s) remains aligned with the Institution's strategic goals, long-term development plans, and educational mission
- Review and approve detailed infrastructure project scopes, specifications, and design documents and manage scope during implementation
- Verify that the delivered infrastructure meets the defined functional and technical requirements which should be based on industry quality standards for design, materials, construction, and finishes
- Review and validate all payment applications, invoices, and financial reports from the Programme Implementer
- Prepare and submit regular reports to the Institution, funders, and other stakeholders, as required and in compliance with stakeholder requirements
- Provide ad-hoc reports and information as requested by the Institution.

4 REPORTING REQUIREMENT

- The Service Provider shall report to the College through the office of the principal and relevant offices. Regular reporting shall be in accordance with the Institution's and funders' requirements. This will include monthly progress reports, quarterly performance reviews, and annual reports.

5 SKILLS AND EXPERIENCE

The Service Provider must demonstrate the following:

- Proven experience in working in the assurance and accreditation space.
- Proven experience in project or programme management
- A strong understanding of the South African training landscape, including SETAs, the National Skills Fund, and relevant legislation
- Demonstrated success in securing funding from public and private sector sources
- Proven track record of successfully delivering complex infrastructure projects, encompassing the different phases of infrastructure programme delivery
- Excellent communication, interpersonal, and stakeholder management skills
- Strong financial management and budgeting skills
- Ability to work independently and as part of a team

- Proficiency in project management and reporting tools
- Proven track record in student recruitment and placement services
- Proven track record in student counselling services

6 PROPOSAL REQUIREMENTS

Interested service providers are required to submit a proposal that includes the following:

- A detailed description of the company's experience and expertise.
- A proposed methodology for delivering the services outlined in this bid document
- A detailed project plan, including timelines and milestones
- A staffing plan, including the qualifications and experience of key personnel
- A fee proposal associated with the provision of the services.

7 REPORTING AND ACCOUNTABILITY

- During the execution of the project, the service provider shall submit monthly progress reports with portfolio of evidence.
- The project will be signed off by the Accounting Officer when all the end products have been delivered (All deliverables per phase to be provided per phase to be approved by the Accounting Officer)
- The service provider shall be responsible to make presentation of the project to KHTVETC stakeholders as and when required.

8 PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

IN RELATION TO SECTION 37 (1) (A) (B) AND S9 (B) (I) OF THIS ACT, THE BIDDER 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 AS FAR AS MAY BE NECESSARY FOR PURPOSES OF SUCH PERFORMANCE.

BID NUMBER: KHC BID 03/2026

BID NAME: King Hintsa seek to appoint a panel of service providers to assist with fundraising and project management office services for various programmes / services on a risk basis.

Submissions of documents:

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

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

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

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

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

Enquiries:

SCM Enquiries:

Contact Person: N. Maseme

Email: nmaseme@khc.edu.za

Tel No: 047 401 6400/6437

Technical enquiries:

Contact Person: S. Tyingwa

Email: lsoven@khc.edu.za

Tel No: 047 401 6400/6436

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² 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.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION - (SBD 9)

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number: KHC BID 03/2026)

in response to the invitation for the bid made by:

(KHTVETC)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Mr/Mrs/Ms.....

.....

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

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

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

B. PARTNERSHIP

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

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

We, the undersigned partners in the business trading
..... hereby
authorise.....to sign this bid as well as any contract
resulting from the bid and any other documents and correspondence in connection with this
bid and /or contract

on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE
.....
DATE	DATE	DATE

C. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

Mr/Mrs/Ms.....**Mr/Mrs/Ms**.....

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

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

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:****IN HIS/HER**

CAPACITY AS:

D.SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

owner of the business trading as.....

.....

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

E. CLOSE CORPORATION

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

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

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

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

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

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

F CO-OPERATIVE

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

By resolution of members at a meeting on

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

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

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on

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

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

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

ANNEXURE "E"

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE F

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties

24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contract
35. Amendments of Contract
36. National Industrial Participation Programme (NIPP)
37. Prohibition of restrictive Practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECLB”** means Eastern Cape Liquor Board
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.

- 1.19 **“Letter of acceptance”** means the written communication by ECLB to the contractor recording the acceptance by ECLB of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.
- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECLB at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECLB;
- 1.31 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECLB 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider develops documentation/projects for ECLB, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECLB.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to ECLB as compensation for any loss resulting from the service provider'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 ECLB 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 South Africa or abroad, acceptable to ECLB, in the form provided in the bidding documents or another form acceptable to ECLB; or
- (b) a cashier's or certified cheque.

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

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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

- 8.6
- 8.7 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.
- 8.8 Any contract supplies may on or after delivery be inspected, tested or analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.9 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

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

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

- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.
 - (c)

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIP)

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

37. Amendment of Contracts

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

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

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

DATE

SIGNATURE OF BIDDER