



# higher education & training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA

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## REQUEST FOR TENDER

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO AUDIT TECHNICAL AND VOCATIONAL EDUCATION AND TRAINING COLLEGES IMMOVABLE ASSETS BY THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING.**

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**RFP NUMBER: DHET 152**

**Date Issued: 04 February 2022**

**Closing date and time: 11 March 2022 at 11:00**

**Bid Validity Period: 120 days**

### TENDER BOX ADDRESS:

Department of Higher Education and Training

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0002

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## **REQUEST FOR TENDER**

**Terms of Reference for the appointment of a suitable Service Provider to Audit Technical and Vocational Education and Training Colleges Immovable Assets by the Department of Higher Education and Training.**

The Department of Higher Education and Training (the Department) is requesting potential service providers/consultant/consultants/experts to submit proposals for a tender to Audit Technical and Vocational Education and Training Colleges Immovable Assets at all TVET College sites of activity (**Annexure A**).

## **PART A – INFORMATION ON THE TENDER**

### **1. BACKGROUND**

- 1.1 The Department of Higher Education and Training is planning to support TVET colleges to develop a TVET immovable asset register, conduct a conditional technical assessment to establish the status quo of TVET infrastructure, quality assure the sourced data, load the data into the Infrastructure software platform Archibus, recommend appropriate remedial interventions, prioritize in terms of criticality and priority (as per National Immovable Asset Maintenance Management Standard), and determine the associated cost estimates.

### **2. PURPOSE OF THE TENDER**

- 2.1 The purpose of the tender is to develop an asset and condition register for the 50 TVET Colleges, assess maintenance priorities and costs, quality assure data, and develop infrastructure management capacity at the Department and TVET Colleges.

### **3. SCOPE OF WORK**

- 3.1 The scope of the appointed service provider will be to:
  - 3.1.1 Update the current GRAP 17 asset register (Book Value) per college
  - 3.1.2 Create an immovable asset register with infrastructure condition assessments (Archibus).

- 3.1.3 Create an Annual Maintenance Plan with priorities and costing (NIAMMS).
- 3.1.4 Adhere to the set Barcoding Standard (**Annexure B**)
- 3.1.5 Produce a site layout for each college site (**Annexure C**)
- 3.1.6 Provide site Audit services for all immovable Assets (buildings & fixed components) on the sites summarised below:

**TABLE 1A: Location and Quantity of TVET Facilities for Audit\***

| Province      | No. of colleges | No. of campuses | No. of satellites |
|---------------|-----------------|-----------------|-------------------|
| Eastern Cape  | 8               | 42              | 10                |
| Free State    | 4               | 16              | 11                |
| Gauteng       | 8               | 45              | 9                 |
| KwaZulu Natal | 9               | 56              | 24                |
| Limpopo       | 7               | 23              | 14                |
| Mpumalanga    | 3               | 16              | 8                 |
| Northern Cape | 2               | 8               | 3                 |
| North West    | 3               | 11              | 5                 |
| Western Cape  | 6               | 37              | 4                 |
| Total         | 50              | 254             | 88                |

\*(Number, type of site and all location information to be verified during the current infrastructure audit).

- 3.1.7 Collect data where existing data is insufficient i.e. for the GRAP 17 register
- 3.1.8 Meet all data quality requirements as specified by the Archibus System and its reporting requirements.
- 3.1.9 Training of Departmental and College Staff to maintain the immovable asset data and to add and update information.

#### **4. DEFINITION OF WORK**

##### **4.1 The Condition Asset Register**

The provider shall segment and classify TVET college immovable asset portfolio(s) according to the National Infrastructure Asset Maintenance Management Standard (NIAMMS), which requires the level of maintenance-significant items in accordance with a predetermined asset hierarchy, and shall furthermore, for purposes of

maintenance and renewals planning, determine and record the following information against each asset in its asset register:

- a) Asset identification number;
- b) Physical description;
- c) Physical parameters;
- d) Estimated useful life;
- e) Actual and minimum acceptable asset failure mode ratings (condition, performance, capacity and cost-of-operations);
- f) Remaining useful life;
- g) Current and depreciated replacement cost;
- h) Asset criticality rating;
- i) Photographic Reportage;
- j) Any statutory obligations regarding the operation and maintenance of the asset; and
- k) Responsible person(s).

The service provider will conduct a desktop review at the Department, using the available information and determine any gaps or omissions which will form part of the audit. NIAMMS requires each college to have its own asset register and the Department shall have a consolidated GRAP 17 asset register.

#### **4.2 CONDITION ASSESSMENT**

4.2.2 Condition assessment/monitoring will be done according to the **GIAMA/NIAMMS** manuals. The service provider will identify all rooms in the facility and compile the work packages and photos with specific reference to the relevant room i.e. linked to square meterage(m<sup>2</sup>) and barcode. The purpose of this activity is to perform inspection, assessment, measurement and interpretation of the resultant data, to indicate the condition of a specific component so as to determine the need for preventive or remedial action.

4.2.3 **The NIAMMS requires the provider to adopt the following steps during Condition assessment:**

#### **4.2.4 Collate documentation and determine facility components**

- a) Collate documentation on the facility
- b) Determine the components of a facility

#### **4.2.5 Analyse Components**

- a) The impact of failure
- b) The likelihood of failure
- c) Condition and reliability
- d) Condition rating based on the scale in Table 2A
- e) Reliability rating based on the scale in Table 2A

#### **4.2.6 Determine the criticality of a component**

- a) First determining the most severe impact of component failure
- b) Secondly determining the highest likelihood of failure
- c) Then rating the impact of failure against the likelihood of failure

### **4.3 DETERMINE THE PRIORITY OF A COMPONENT**

4.3.1 First determining the most severe impact of component failure.

4.3.2 Secondly determining the most severe of the condition status or reliability of a component.

4.3.3 Then followed by rating the impact of failure against the condition status or reliability (select the more severe of the two) of a component (as depicted in **Table 2A**, the priority matrix).

**TABLE 2A: Priority Matrix**

| Condition and Reliability rating | Impact of failure                                                                                                                                                                                                                                                                                         |               |                  |               |                       |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|-----------------------|
|                                  | I5<br>(Catastrophic)                                                                                                                                                                                                                                                                                      | I4<br>(Major) | I3<br>(Moderate) | I2<br>(Minor) | I1<br>(Insignificant) |
| <b>C5</b><br>(Very poor)         | 3                                                                                                                                                                                                                                                                                                         | 3             | 3                | 3             | 2                     |
| <b>C4</b><br>(Poor)              | 3                                                                                                                                                                                                                                                                                                         | 3             | 3                | 2             | 2                     |
| <b>C3</b><br>(Fair)              | 3                                                                                                                                                                                                                                                                                                         | 2             | 2                | 1             | 1                     |
| <b>C2</b><br>(Good)              | 2                                                                                                                                                                                                                                                                                                         | 2             | 1                | 1             | 1                     |
| <b>C1</b><br>(Excellent)         | 1                                                                                                                                                                                                                                                                                                         | 1             | 1                | 1             | 1                     |
| <b>High priority (3)</b>         | <p>Condition: The component is unfit for use. There is immediate high risk to health &amp; safety or property.</p> <p>Reliability: The component is unavailable.</p>                                                                                                                                      |               |                  |               |                       |
| <b>Medium priority (2)</b>       | <p>Condition: The component has deteriorated and require attention. Frequent inconvenience to operations. Some risk to health &amp; safety or property.</p> <p>Reliability: The component's availability is limited. Unavailability is impeding service delivery and performance of other components.</p> |               |                  |               |                       |
| <b>Low priority (1)</b>          | <p>Condition: The component has minor defects. Intermittent, minor inconvenience to operations. Probability of risk to health &amp; safety or property is slight.</p> <p>Reliability: The component is mostly available. Unavailability is not influencing service levels.</p>                            |               |                  |               |                       |

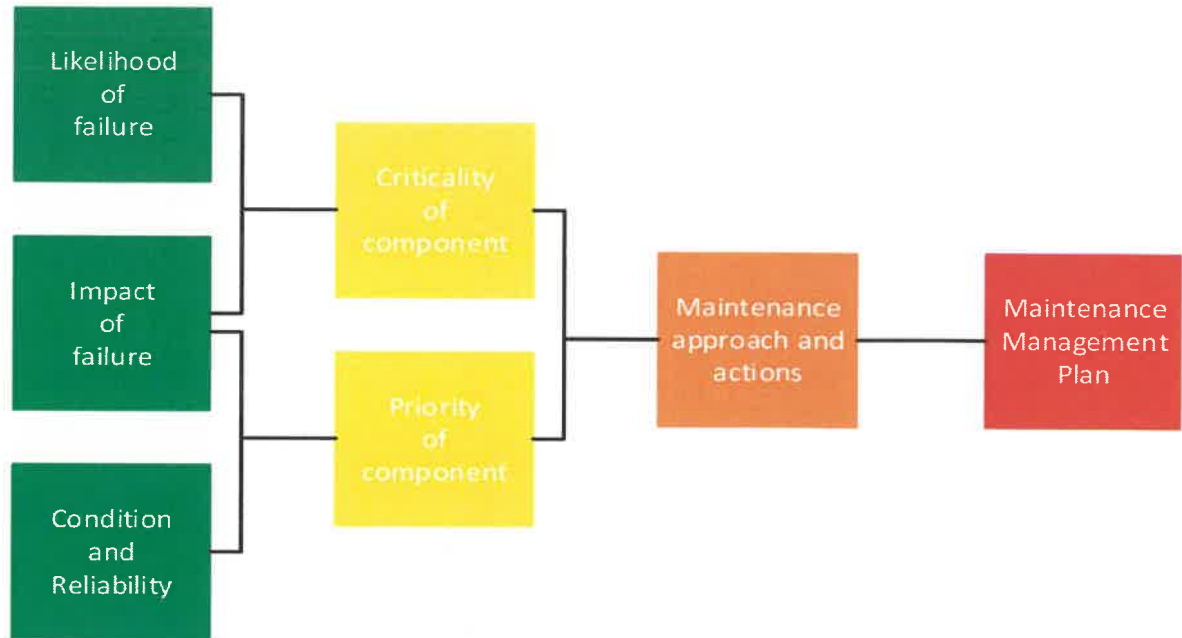
**TABLE 3A: Criticality Matrix**

| Likelihood of failure | Impact of failure    |               |                  |               |                       |
|-----------------------|----------------------|---------------|------------------|---------------|-----------------------|
|                       | I5<br>(Catastrophic) | I4<br>(Major) | I3<br>(Moderate) | I2<br>(Minor) | I1<br>(Insignificant) |
| L5                    | E                    | E             | E                | M             | L                     |
| L4                    | E                    | E             | M                | M             | L                     |
| L3                    | E                    | M             | M                | L             | L                     |
| L2                    | M                    | M             | M                | L             | L                     |
| L1                    | M                    | M             | L                | L             | L                     |

| Rating                         | Description                                                                                                                                                                                                  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Extremely critical (E)</b>  | Life threatening or serious injury/ disease. Service delivery failed completely. Not only would the direct cost of failure be high, but the consequential damage will also impact on the entity's cash flow. |
| <b>Moderately critical (M)</b> | May cause minor injury or manageable disease. Service delivery objectives are compromised. Direct cost is high with minor consequential costs.                                                               |
| <b>Low critical (L)</b>        | No threat to human life. Service delivery rarely interrupted. Direct cost negligible, no consequential cost.                                                                                                 |

Method to determine the required maintenance approach

**TABLE 4A: Determining the required Maintenance Approach**



#### 4.4 DETERMINE A MAINTENANCE APPROACH BASED ON THE TABLE BELOW

**TABLE 5A: Determining a Maintenance Approach**

|                                               |                    | Maintenance approach                                                                        |                                                                                                                                                                                                                                                              |                                                                                                                                                                                   |
|-----------------------------------------------|--------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Criticality and priority of component         |                    | Interval-based<br>Priority Rating 1 (low)                                                   | Condition-based<br>Priority Rating 2 (medium)                                                                                                                                                                                                                | Corrective<br>Priority Rating 3 (high)                                                                                                                                            |
| Reliability<br>Method<br>Criticality          | Centred<br>Extreme | As scheduled All critical components should be serviced at specified intervals.             | Short term actions the condition of components should continuously be monitored.<br><br>Testing should be conducted on an ongoing basis,<br><br>Any indicators of failure should immediately be acted upon. Preventative action should immediately be taken. | Immediate action required<br><br>Spares for this component should be kept in reserve. Replace component immediately with reserve. Spare component should be replaced immediately. |
| Essential Maintenance<br>Moderate Criticality |                    | As scheduled. All moderately critical components should be serviced at specified intervals. | Increase number of inspections<br><br>Components should be monitored through regular inspection as per the                                                                                                                                                   | Scheduled for short term action<br><br>Spare parts do not have to be kept in reserve and may be obtained from the                                                                 |

|                                                  |  |                                                                                                                                                            |                                                                                                                                                                                                       |
|--------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  |  | component maintenance manual. Testing should be conducted when deterioration occurs. Preventative action should be taken on identifying the deterioration. | vendor on demand. Components should be replaced or repaired as soon as deterioration is significant, and component is approaching end of life                                                         |
| Non-essential Maintenance<br><br>Low Criticality |  | Address according to schedule or when necessary<br><br>Condition is only determined through inspection at a 5 year interval.                               | Medium term action<br><br>Components are allowed to deteriorate and are only replaced when end of life or failure has occurred.<br><br>Components are repaired or renovated and hardly ever replaced. |

#### 4.5 SCHEDULE MAINTENANCE ACTIONS

The Maintenance Management Plan should aim to have over 80% of the maintenance work planned and scheduled for all high risk and critical elements.

#### 4.6 CATEGORIES OF THE ASSESSMENT

##### 4.6.1 The assessment categories of elements

- a) Building Structure, both internal and external;
- b) Civil Works, both internal and external;
- c) Mechanical Systems, both internal and external;
- d) Electrical Services, both internal and external;
- e) Lifts and Escalators (disability access SANS 10400-S:2011);
- f) Wet Services, both internal and external;
- g) Waste Water Services;
- h) Fire Safety and Protection Compliance (as per statutory requirements);
- i) Fire Detection (existing);
- j) Basic Data and Telecommunication (connection points only);
- k) Environmental aspects, Landscape Irrigation and Solid Waste Management;

- l) Site Safety and Security; and
- m) Occupational Health and Safety compliance.

4.6.2 The provider will also comply with the NIAMMS requirements by including the following:

- a) The provider shall check conformity of TVET college immovable assets according to GIAMA (GRAP 17).
- b) The assessment shall also indicate the buildings and particular parts that require corrective maintenance;
- c) The provider shall identify critical immovable assets according to GIAMA/NIAMMS;
- d) The assessment shall provide the current replacement cost according to GIAMA/NIAMMS;
- e) The assessment shall provide necessary information related to decommissioning according to GIAMA/NIAMMS where an asset is found to be beyond reasonable maintenance or repair; and
- f) The assessment shall cover depreciated replacement cost according to NIAMMS and GRAP.

## 4.7 MAINTENANCE COMPONENT LIST

The table below describes proposed contents of maintenance component list:

**TABLE 6A: Proposed Contents of Maintenance Component List**

|    | Field           | Description                                                                                                 |
|----|-----------------|-------------------------------------------------------------------------------------------------------------|
| 1  | ID              | Unique identifier per inventory item                                                                        |
| 2  | Building        | Name of building where inventory item is located                                                            |
| 3  | Location        | Floor in building where inventory item is located                                                           |
| 4  | Discipline      | Service discipline for inventory item                                                                       |
| 5  | Element         | Element that forms the inventory item                                                                       |
| 6  | Unit            | Unit for the inventory item                                                                                 |
| 7  | Quantity        | Quantity of inventory item                                                                                  |
| 8  | Manufacturer    | Manufacturer of inventory item (where applicable)                                                           |
| 9  | Model           | Model of inventory item (where applicable)                                                                  |
| 10 | Serial number   | Serial number for equipment (where available)                                                               |
| 11 | Capacity        | Capacity of inventory item (where applicable)                                                               |
| 12 | Date            | Date that inventory item was initially constructed or installed.<br>Date of Service and Interval of service |
| 13 | Photo reference | Reference to Photo Report and/or database of photos                                                         |

|    |              |                 |
|----|--------------|-----------------|
| 14 | Audit date   | Date of audit   |
| 15 | Auditor Name | Name of auditor |

#### 4.8 ELEMENTS FOR MAINTENANCE LIST

The table below describes the proposed elements for maintenance list:

**TABLE 7A: Proposed Elements for Maintenance List**

|   | Discipline          | Element                                                           | Unit                                               |
|---|---------------------|-------------------------------------------------------------------|----------------------------------------------------|
| 1 | Building Services   | Floor finishes                                                    | Per room                                           |
|   |                     | Wall finishes                                                     | Per room                                           |
|   |                     | Ceiling finishes                                                  | Per room                                           |
|   |                     | Ironmongery                                                       | Per room                                           |
|   |                     | Fixtures                                                          | Per room                                           |
|   |                     | Ablution fittings                                                 | Per room                                           |
|   |                     | External façade finish                                            | Per room                                           |
|   |                     | Are as built details available? If so, obtain a soft copy.        | Per building                                       |
| 2 | Civil Services      | Roads (internal to property)                                      | Per road                                           |
|   |                     | Stormwater (internal to property)                                 | Per pipeline, inclusive of catch pits and manholes |
|   |                     | Walkways (internal to property)                                   | Per walkway                                        |
|   |                     | Site topography                                                   | Per area                                           |
|   |                     | Reticulation                                                      | Per area                                           |
|   |                     | Waste Management                                                  | Per Building / Per room / Per Area                 |
|   |                     | Are 'as built' details available? If available secure a soft copy | Per building                                       |
| 3 | Electrical Services | High Voltage switchgear and transformers                          | Per item                                           |
|   |                     | Distribution Board                                                | Per item                                           |
|   |                     | Wire ways                                                         | Per room                                           |
|   |                     | Power points                                                      | Per room                                           |
|   |                     | Isolators                                                         | Per room                                           |
|   |                     | Lighting system                                                   | Per room                                           |
|   |                     | Emergency lighting system                                         | Per room                                           |
|   |                     | Earthing and bonding                                              | Per building                                       |
|   |                     | Electrical Certificate of Compliance                              | Per building                                       |
|   |                     | Emergency power availability                                      | Per building                                       |
|   |                     | UPS                                                               | Per room                                           |
|   |                     | Are as built details available? If available secure a soft copy   | Per building                                       |
| 4 | Fire Services       | Fire detectors                                                    | Per floor                                          |
|   |                     | Evacuation systems                                                | Per building                                       |

|   |                                      |                                                                   |                |
|---|--------------------------------------|-------------------------------------------------------------------|----------------|
|   |                                      | Automatic sprinkler installation                                  | Per floor      |
|   |                                      | Firefighting equipment                                            | Per floor      |
|   |                                      | Fire signage installation                                         | Per floor      |
|   |                                      | Are 'as built' details available? If available secure a soft copy | Per building   |
| 5 | Lifts & Escalators (Disabled Access) | Lifts                                                             | Per lift group |
|   |                                      | Escalators                                                        | Per Escalator  |
|   |                                      | Are as built details available? If available secure a soft copy   | Per building   |
| 6 | Mechanical Services                  | Heat Systems                                                      | Per item       |
|   |                                      | Air handling units                                                | Per item       |
|   |                                      | Fan coil units                                                    | Per item       |
|   |                                      | Pumps                                                             | Per item       |
|   |                                      | Fans                                                              | Per item       |
|   |                                      | Main control units                                                | Per item       |
|   |                                      | Direct expansion air-conditioning units                           | Per item       |
|   |                                      | Ducts and piping                                                  | Per building   |
|   |                                      | Air distribution                                                  | Per floor      |
|   |                                      | Compressors                                                       | Per item       |
|   |                                      | Water treatment systems                                           | Per item       |
|   |                                      | Other mechanical services available within TVET premises          |                |
|   |                                      |                                                                   |                |
| 7 | Structural Services                  | Vertical elements (stairs, columns, walls)                        | Per floor      |
|   |                                      | Horizontal elements (slabs, beams)                                | Per floor      |
|   |                                      | Facades – structural                                              | Per floor      |
|   |                                      | Roof structure                                                    | Roof Structure |
|   |                                      | Waterproofing, gutters & downpipes                                | Per building   |
|   |                                      | Other structures available within TVET building                   |                |
|   |                                      | Are as built details available? If available secure a soft copy   | Per building   |
| 8 | Wet and Waste Water Services         | Geyser installation                                               | Per item       |
|   |                                      | Hot and cold water pipe network                                   | Per building   |
|   |                                      | Sanitary drainage pipe network                                    | Per building   |
|   |                                      | Site infrastructure (sanitation)                                  | Per building   |
|   |                                      | Pump installations                                                | Per item       |
|   |                                      | Are as built details available? If available secure a soft copy   | Per building   |
| 9 | Data and Telecommunications          | Telephone handsets                                                | Per room       |
|   |                                      | Telephone points                                                  | Per room       |
|   |                                      | Telephone lines                                                   | Per building   |
|   |                                      | Data Points                                                       | Per room       |

|    |                                                                      |                                                                                                                               |                           |
|----|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|    |                                                                      | Data Lines                                                                                                                    | Per building              |
|    |                                                                      | Server                                                                                                                        | Per room                  |
|    |                                                                      | Are as built details available? If available secure a soft copy                                                               | Per building              |
| 10 | Other Elements which qualify to be included in this maintenance List | As may be determined based on actual site assessment examples are solar heating/ solar electricity/ rain water harvesting etc | Per site and per building |

## 5. DELIVERABLES

The Deliverables of the appointed service provider will be to:

5.1 provide a project plan which will achieve the set scope within set timeline and approved budget for Departmental Approval;

5.2 provide a complete GRAP 17 asset register (Book Value) per college;

5.3 provide an immovable asset register with infrastructure condition assessments, loaded into Archibus;

5.4 provide an Annual Maintenance Plan per college with priorities and costing (NIAMMS) from Archibus;

5.4 mark all specified spaces with approved Barcodes (**Annexure B**) and information loaded into Archibus;

5.6 Load a site layout as per specification for each college site (**Annexure C**) into Archibus;

5.7 Provide an Audit Report verifying all immovable Assets (buildings & fixed components) on the sites summarised in **Table 1A**;

5.8 provide a report per site which verifies that all data quality requirements as specified by the Archibus System and its reporting requirements have been met;

5.9 provide training competency certificates of Departmental and College Staff trained to maintain the immovable asset data and to add and update information on Archibus;

5.10 provide reports as set out in **PART F** Section 1 and 2.

## **6. APPROPRIATE QUALIFICATIONS, EXPERIENCE, SKILLS AND KNOWLEDGE**

- 6.1 The Service Provider is required to have extensive experience in conducting Audits of Immovable Assets and conducting conditional assessments. Experience in conducting such for State Entities will be preferred.
- 6.2 State Immovable Assets are required to be audited utilizing requirements as stipulated in NIAMMS (National Infrastructure Asset Maintenance Management Standards) and GIAMA (Government Immovable Asset Management Act). The service provider is required to have working knowledge of NIAMMS and GIAMA especially with regard to preparing asset registers, condition registers and maintenance plans.
- 6.3 Service Providers are required to have completed projects of a similar nature within the last 10 years.
- 6.4 The service provider should have a Project Manager (who will also be considered as the Lead Consultant) with over 10 years' experience in preparing Immovable Asset Registers and conducting condition assessments. The Project Manager should have working experience with professionals such as Electrical Engineer(s), Civil Structural Engineer(s), Mechanical Engineer(s), Architect/Draftsman, Property Valuer(s), Quantity Surveyor(s), Auditor(s)/Chartered Accountant(s) and Data Programmer in conducting such assessments.
- 6.5 A CORE team is required which is to comprise at a minimum of a professionally registered Electrical Engineer(s), Civil Structural Engineer(s), Mechanical Engineer(s), Property Valuer(s), Architect(s)/Draftsmen, Quantity Surveyor(s), Auditor(s)/Chartered Accountant(s) with GRAP 17 experience and a Data Programmer with experience in conducting condition assessments and data quality and capturing into an Infrastructure Management system such as Archibus or similar. Each of these must have over 5 years' experience. The required experience should be in the conducting of condition assessments of multi-storey buildings within a State context or similar. **(Note: Should an individual have more than one of**

**the stipulated qualifications, only one of the qualifications will be considered including their experience in that specific qualification).**

- 6.6 The service provider must have at least 6 teams to be deployed across the 6 Higher Education Regions within the 9 provinces who will be executing the terms of reference concurrently. Each team should have no less than 4 members (with appropriate qualifications/experience) for conducting the Immovable Assets Audit physically on site, under the supervision of the CORE team. The CORE team will be responsible and accountable for the work performed by the teams.
- 6.7 A suitably qualified Project Coordinator to be appointed and based at the Department of Higher Education and Training to report directly to Director: Building Development and Maintenance. The Project Coordinator is to have at least 3 years' experience in supporting a project of this nature or similar. The Project Coordinator is required to be the direct link/contact between the TVET Colleges, the appointed Service Provider and the Department. The Project Coordinator is also to conduct day to day facilitation of the project. The service provider is to provide all tools of trade and other requirements. The Department will provide office space at 178 Francis Baard Street, Pretoria. Office attendance will be structured to comply with COVID 19 restrictions.

## **7. DURATION OF THE CONTRACT**

The successful bidder must complete the scope of works set out in the project within 12 months from the date of issuing of the order.

## **8. IMMOVABLE ASSET AUDITING**

The following are key recommended procedures for auditing immovable assets of the TVET College by the provider:

- a) Prepare and sign-off asset hierarchy (project documents mention the level of audit details as per campus/satellite, per building, per room);
- b) List and compile the list of items to be included in the audit and sign off (the project documents mention buildings of TVET Colleges and campuses);

- c) Produce the list of reports showing the content and formats, specifications, user/custodian, and asset maintenance plan according to NIAMMS, GIAMA and GRAP 17. This will be done during integration of data collection and Archibus database;
- d) Finalise and sign off the list of buildings that qualify for audit;
- e) Perform desk assessment using data TVET GRAP 17 asset registers, existing sites layouts, Annual Maintenance Plans and rooms' barcodes;
- f) Set up the timetable for audit showing distribution of company's personnel with involvement of DHET, Regional, and TVET personnel;
- g) Configure smart phone/reader software/App that can be used to capture data (GPS codes, pictures, upload files, read barcodes, etc.). The configuration shall be able to submit data to the Archibus database. This exercise will involve audit provider, TIMIS provider, DHET, and TVET personnel;
- h) Deploy teams (Company's personnel, DHET, and TVET personnel) to the sites; an example of a site layout plan is included as an (**Annexure C**);
- i) Conduct quality assurance for data collected from the existing data and from sites before submission to the Archibus database; and
- j) Submit final reports from Archibus (including drawings, photos, data transferred to Archibus) and the database in a separate storage as backup to be kept by DHET. The reports shall also show the room/space ID from the barcode.

## **9. SITE LAYOUT DRAWINGS (SKETCHES)**

- a) The service provider shall review the site layout developed by colleges to quality assure and fill the gaps. The provider shall develop site layouts for TVET colleges which are either inadequate or not available. The site layouts shall include the layout of all the structures and buildings on the site, indicating the boundary fence, visible connection points and manholes of all water, electricity, sewer, etc. on site as well as in the building.
- b) The drawings also need to indicate the space inside each building: room number (as designated at site), barcode number and the size of each room. Multi-storey buildings will be drawn showing the ground floor on the site plan and the remaining floors separately but coded to allow easy identification.

- c) The site drawing must be to scale in a WinWord version (for colleges to maintain after audit). If the site information is available in CAD (\*.dwg), a copy of this must be obtained and loaded with the data capturing. An example of a site layout plan is included as in (**Annexure C**).

## **10. BARCODING**

- 10.1 The provider shall install (as part of project cost) durable barcodes plates (**Annexure B**) on each building and in each space found not to have them or not to have a suitable barcode during auditing OR where the college does not have barcode labels available. The barcoding of permanent fixtures is also required where such has not been effected by the college.
- 10.2 The barcode verifiers shall comply with the iso/iec 15426-2 (2d) or iso/iec 15415 (2d) or international standard: iso/iec 18004 to allow smart-phones camera reading from them. This data will later be stored in Archibus database. The specific sequencing, technical details on labels and placement thereof will be provided to the successful bidder.

## **11. TRAINING**

11.1 The service provider shall train 382 users from the Department, Regional Offices, and TVET colleges in infrastructure management. NIAMMS requires personnel dealing with the infrastructure management to have the following competency:

- a) Introduction to infrastructure management in South Africa
- b) Maintenance planning
- c) Maintenance operations management
- d) Maintenance monitoring
- e) Records and knowledge management
- f) Performance management and reporting

11.2 The following are details of the training areas that shall be covered by the provider:

- a) Introduction to public immovable assets management
- b) The South Africa legal framework and standards guiding immovable asset management: Guiding standards (NIAMMS, GRAP 17, GIAMA, etc).
- c) Asset Registers (the immovable assets register: Best practice and requirements, integration and updating, maturity matrix, practical assessment of the organization, compiling audit plans for immovable assets):
- d) Maintenance planning
  - i. Aligning maintenance plans with Departmental/TVET Sector plans
  - ii. Collate documentation and determine facility components
  - iii. Analyse components to determine the impact and the likelihood of failure
  - iv. Assess the condition and determine the reliability of components
  - v. Determine the criticality of a component
  - vi. Determine a maintenance approach
  - vii. Schedule maintenance actions
  - viii. Cost maintenance actions
  - ix. Prepare a maintenance budget

### 11.3 Maintenance Operations Management (Elementary)

- a) Scheduling work and resource planning
- b) Planning shutdown or outage (including demand management and decanting) & Prepare job cards
- c) Manage outsourcing of work:
  - i. developing specifications for work;
  - ii. procuring service providers;
  - iii. managing contracts;
  - iv. managing access to site;
  - v. verifying and signing off of work; and
  - vi. Completing job cards and paying service providers.
- d) Manage stores:
  - I. purchasing spares and tools;
  - II. managing and controlling stock levels; and

- III. Issuing of spares and tools.
- IV. Manage Safety, Health and Environment
- V. Re-commission components after shutdown or outage

#### 11.4 Maintenance monitoring function (Elementary)

- a) Record maintenance calls and determine maintenance actions
- b) Assessing the condition of a facility or component
- c) Monitoring condition & Testing Components
- d) Analysing historic maintenance information

#### 11.5 Records and knowledge management function

- a) Maintenance records management
- b) Knowledge management
- c) Maintenance Management System

#### 11.6 Maintenance performance management and reporting functions

- a) Assessing the current state of maintenance management performance
- b) Developing performance improvement targets
- c) Monitoring maintenance actions implemented against the maintenance plan
  - i. Monthly reporting against the maintenance plan
  - ii. Quarterly performance reviews
  - iii. Analysing and planning corrective actions

#### 11.7 Transfer of data to Archibus databases.

#### 11.8 Practical session (includes application of auditing tools);

#### 11.9 Archibus Training (train the trainer and first cohort of users) to be conducted in collaboration with the appointed Archibus Software Provider.

## 12. TRAINEES

Two hundred officials from 50 colleges (two from each college), 262 campus managers (one from each campus), 14 officials from regional offices (two from each

regional office), and 6 DHET officials to receive the training listed in above. This makes a total of 382 users.

12.1 The provider shall adopt the following training model:

- a) Develop training strategy for approval by the Department;
- b) Develop a training model for trainers and end users for approval by the Department (On-site training, Video Clips and Manuals);
- c) Develop the training curriculum (in consultation with the Software Provider, Colleges and the Department) for approval by the Department;
- d) The service provider must include in their bid a training proposal (regional combinations, number of learners etc.) which will optimise the learning outcomes as listed. The successful bidders training proposal may be subject to review before implementation;
- e) The Department will set the location for training once the approach has been agreed with the service provider. The Department will ensure classrooms, computers, printers and the required connectivity are available;
- f) The service provider shall in addition provide “train the trainers” training for 10 officials, whom will be selected in consultation with the Department;
- g) The responsibility for the training of end users lies with the service provider. A determination of competency must be effected on all trainees after completion of each training component. The Users who successfully complete the Train the Trainers Programmes may be deployed to conduct user training under the supervision of the service provider;
- h) The ownership and intellectual property rights of all training materials (hard and electronic copies) shall vest in the DHET.

### **13. FINANCE FRAMEWORK**

The service provider is to set out a proposed payment schedule to meet the above scope based on the deliverables for each college. The final payment schedule will be determined with the successful bidder. The following table may be used for this purpose.

**Table 8A: Proposed Payment Schedule**

The successful Service Provider shall be paid on the completion of the activities as set out in the table below. Bidders are required to use the format of table below for the pricing structure:

**TABLE 8A: Price Schedule (To be completed by Bidder) \***

| Facility<br>(Specify per college<br>in each province) | Site Activities (signed off on Archibus) |                 |                        |                                         |                                 |                                                     | Total<br>(R) | Retention<br>10%<br>retention<br>deducted<br>for each<br>payment | VAT<br>(15%) | Total (Inclusive<br>VAT) |
|-------------------------------------------------------|------------------------------------------|-----------------|------------------------|-----------------------------------------|---------------------------------|-----------------------------------------------------|--------------|------------------------------------------------------------------|--------------|--------------------------|
|                                                       | Training                                 | Photo<br>Report | Site<br>Layout<br>plan | Maintenance<br>per<br>Component<br>list | Site Specific<br>Specifications | Asset<br>Maintenance<br>Plan per<br>Facility/campus |              |                                                                  |              |                          |
| Eastern Cape Total                                    |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| College 1 (in<br>alphabetical order)                  |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| College 2 etc                                         |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Free State Total                                      |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| College 1 (in<br>alphabetical order)                  |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| College 2 etc                                         |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Gauteng                                               |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| KwaZulu Natal                                         |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Limpopo                                               |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Mpumalanga                                            |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Northern Cape                                         |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| North West                                            |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Western Cape                                          |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |
| Totals                                                |                                          |                 |                        |                                         |                                 |                                                     |              |                                                                  |              |                          |

\*Averaged Total Cost \*for any additional sites not in **Annexure A**: R..... \*Cost to be fully inclusive and to assume the audit team is at the college where the additional site is identified.

NOTE: Payment to be effected **per College** (All campuses and central Office) completed once the Department signs off on the maintenance plan per facility/campus for the colleges in that province on the basis of the report out of Archibus.

## **PART B – LEGISLATIVE FRAMEWORK**

### **1. TAX LEGISLATION**

- 1.1 Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the Department and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.2 It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.
- 1.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 1.4 It is a requirement that bidders when submitting a bid, provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.
- 1.5 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of bidding documentation and National Treasury will accordingly verify the bidder's tax compliance status through screening of the requisite information provided on the Central Supplier Database.
- 1.6 Where consortia / joint ventures and/or sub-contractors are involved in the bidding process, each party must be registered individually on the Central Supplier Database and their tax compliance status will accordingly be verified by National Treasury through the Central Supplier Database.

### **2. PROCUREMENT LEGISLATION**

- 2.1 The Department utilises a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated phased under Section 76 of the *Public Finance Management Act, 1999 (Act, No. 1 of 1999)*, the *Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000)*; the *Preferential*

*Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).*

**3. TECHNICAL LEGISLATION AND/OR STANDARDS**

- 3.1 Bidder(s) should at all times be cognisant of the relevant legislation and/or standards specifically applicable to the service portfolio to be rendered in terms of this tender.

## PART C – THE BIDDING PROCESS

### 1. TIMELINE OF THE BID PROCESS

- 1.1 The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 120 days. The relevant project time-frames in terms of this bid are indicated as follows:

| Activity                                                                              | Due Date                                                                                                                                |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Advertisement of the bid via National Treasury e-tender portal / Department's website | <b>04 February 2022</b>                                                                                                                 |
| Compulsory Virtual Briefing session                                                   | <b>Date: 22 February 2022</b><br><b>Time: 09:00am</b><br>Via Microsoft Teams Online Meeting:<br>Follow a link on the Department website |
| Questions related to the bids received from bidder(s)                                 | <b>Up to 23 February 2022</b>                                                                                                           |
| Collated answers from end user published on website                                   | <b>28 February 2022</b>                                                                                                                 |
| The bid <b>closing date</b>                                                           | <b>11 March 2022 at 11:00</b>                                                                                                           |

- 1.2 All dates and times in this bid are determined in accordance with South African standard time.
- 1.3 Any time or date reflected in this bid is subject to change at the Department's discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the Department in taking action, or creating by any manner rights in terms of which bidders may demand that specific action(s) be undertaken on the date(s) accordingly reflected in this bid. The bidder therefore accepts that, in the event of the Department extending the deadline for bid submissions (the closing date) based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally with regard to the revised deadline.

### 2 COMPULSORY VIRTUAL BRIEFING SESSION

- 2.1 A compulsory virtual briefing session for all prospective bidders will be held via MS Teams.

- 2.2 The details of the compulsory virtual briefing session are as follows:

**Date:** 22 February 2022

**Time:** 09:00

**Via Ms Teams:** Follow a link on the Department website.

- 2.3 No reimbursement of expenses incurred by prospective bidders to attend the session will be possible.
- 2.4 Failure to attend the compulsory briefing session will result in disqualification of a proposal.

### **3 CONTACT AND COMMUNICATION**

- 3.1 A nominee on behalf of the bidder may make enquiries in writing, up and until **23 February 2022**, to the Directorate: Supply Chain Management, via email at [Tenders@dhet.gov.za](mailto:Tenders@dhet.gov.za). The delegated office of the Department is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 3.2 Any communication by Bidders addressed to or with an official or person acting in an advisory capacity on behalf of the Department, in so far as it has relevance to bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.
- 3.3 All communication between Bidders and the Department must be provided in writing.
- 3.4 While due care has been taken regarding the finalisation of this bid, the Department duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to Bidders during the bidding process is accurate, current and/or complete. The Department and its employees/advisors therefore will not be liable in relation to any information communicated and proves to be inaccurate, outdated and/or incomplete.
- 3.5 In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part

of other information provided by the Department (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the Department before the closing date with the aim of affording the Department an opportunity to consider the issue(s) and where required, take the requisite corrective action.

- 3.6 All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.
- 3.7 Any actual discrepancy, ambiguity, error or inconsistency in relation to the bid or part of any other information provided by the Department will, where possible, be corrected and the revised documentation be published.

#### **4 LATE BIDS**

- 4.1 Bids received at the address indicated in the bid documents after the specified closing date and time, will not be accepted for consideration and where practical, will be returned unopened to the bidder(s).

#### **5 COUNTER CONDITIONS**

- 5.1 Bidders are advised that subsequent **amendments to any of the Bid Conditions, the proposals of any counter conditions by bidders or qualifications made in respect of the Bid Conditions shall result in the immediate disqualification of such bids.** Bidders should therefore adapt their standard conditions in line with those that are issued by the Department.

#### **6 FRONTING**

- 6.1 The Department supports the spirit of broad - based black economic empowerment and recognises that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department strongly condemns any form of fronting.

- 6.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be determined during such an enquiry/investigation, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the Department may have at its disposal and accordingly wish to institute against such bidders/contractors.

## **7 SUPPLIER DUE DILIGENCE**

- 7.1 The Department reserves the right to conduct rolling out due diligence on suppliers prior to final awarding of the contract, or on an occasional basis during the implementation of the mandated contract period. These actions may also include site visits and requests for the provision of additional information.

## **8 SUBMISSION OF PROPOSALS**

- 8.1 Bid documents must be placed in the Department's tender box situated in **123/117 Francis Baard Street, Pretoria, 0001** (Opposite Pretoria Magistrate Court) on or before the closing date and time.

Closing Date: **11 March 2022**

Closing Time: **11:00**

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

- 8.3 Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy). Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 8.4 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

## 9 MANDATORY BID DOCUMENTS

- 9.1 The Department has set minimum standards that bidders need to meet as a precursor to evaluation and selection as the successful.
- 9.2 The minimum standards consist of the following criteria:

| Pre-qualification Criteria<br>(Phase 0)                                                                                                                | Technical Evaluation Criteria<br>(Phase 1)                                                                                               | Price and B-BBEE Evaluation<br>(Phase 2)                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidders must submit all documents as outlined in paragraph 1.3 below. Only bidders that comply with <b>ALL</b> these criteria will proceed to Phase 1. | Bidders are required to achieve a minimum of <b>80 points</b> out of 100 points to proceed to Phase 2 (Price and B-BBEE considerations). | Bidders will be evaluated out of 100 points and Phase 2 will only apply to bidders who have met and/or exceeded the threshold of <b>80 points</b> . |

### 9.3 Phase 0: Pre-Qualification Criteria:

- 9.3.1 Without any limitation in respect of the Department's other critical requirements relevant to this Bid, prospective bidders must submit all the documents listed in **the table below**.

Table: Documents to be submitted for pre-qualification:

| Document that must be submitted for bidder [each legal persona of consortium/JV] and each subcontractor | YES/NO | Non-submission may result in disqualification                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permission in terms of POPI Act to utilise information contained in documents for procurement purposes  |        | Complete and sign the attached <i>pro-forma</i> document                                                                                                                                                                                                                                                                                                                  |
| Invitation to Bid – SBD 1                                                                               |        | Complete and sign the attached <i>pro-forma</i> document                                                                                                                                                                                                                                                                                                                  |
| Tax Status SBD 2                                                                                        |        | i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status.<br>ii. Proof of Registration on the Central Supplier Database<br>iii. Vendor number<br>iv. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. |
| Declaration of Interest – SBD 4;<br>As well as SBD 6.1                                                  |        | Complete and sign the attached <i>pro-forma</i> documents.                                                                                                                                                                                                                                                                                                                |

| Document that must be submitted for bidder [each legal persona of consortium/JV] and each subcontractor | YES/NO | Non-submission may result in disqualification                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Declaration of Bidder's Past Supply Chain Management Practices <b>SBD 8</b> .                           |        | Complete and sign the attached <i>pro-forma</i> document                                                                                                                                                                                                                                                                                         |
| Certificate of Independent Bid Determination <b>SBD9</b>                                                |        | Complete and sign the attached <i>pro-forma</i> document                                                                                                                                                                                                                                                                                         |
| Registration on the Central Supplier Database ( <b>CSD report</b> )                                     |        | i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain a vendor number.<br>ii. Submit proof of registration. |
| Pricing Schedule (Bidder only)                                                                          |        | Submit full details of the pricing proposal in a separate envelope                                                                                                                                                                                                                                                                               |

9.3.2 Each document must be completed and signed by the duly authorised representative on behalf of the prospective bidding company.

9.3.3 During this phase bid responses will be evaluated with emphasis placed on documentary compliance with the listed administrative and mandatory bid requirements.

9.3.4 **Bidders' proposal shall be disqualified as a result of non-submission;**

9.3.5 **Bidders' proposal may be disqualified as a result of non-completion of the listed documents.**

#### 9.4 **Phase 1: Technical Evaluation Criteria = 100 points:**

9.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.

9.4.2 Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.

9.4.3 Bidding companies will be evaluated on an overall score of 100 points.

9.4.4 The Department as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain Department's sole discretion.

9.4.5 Bidders are required to score a minimum of **80 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE status.**

9.4.6 **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

9.5 **Phase 2: Price and B-BBEE Evaluation (80 + 20) = 100 points:**

9.5.1 Only prospective bidders that have attained the **80** points allocation threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and B-BBEE qualification criteria.

9.5.2 Pricing options and B-BBEE qualification will accordingly be evaluated as follows: In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*, responsive bids will be adjudicated on the *80/20 (R1 million to a maximum R50 million, all applicable taxes included)* preference point system in terms of which points are awarded to bidders on the basis of the bid pricing (**maximum 80 points**) and B-BBEE status level of the contributor (**maximum 20 points**).

9.5.3 **Stage 1 - Price Evaluation (80 Points):**

| Criteria                                                                          | Points |
|-----------------------------------------------------------------------------------|--------|
| Price Evaluation<br>$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | 80     |

The following formula will be applied to calculate the points awarded in relation to pricing and this determination is informed as follows:

$P_s$  - Points scored for comparative pricing of the bid submitted for consideration

$P_t$  - Comparative pricing of the bid under consideration

$P_{\min}$  - Comparative pricing of the lowest acceptable bid

9.5.4 **Stage 2 - B-BBEE Evaluation (20 Points):**

9.5.4.1 **B-BBEE Points allocation:** A maximum of **20 points** may be allocated to a bidder based on the evaluation of the company's B-BBEE status level of contribution that is determined as follows:

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

| B-BBEE Status Level of Contributor | Number of Points (80/20 system) | Number of points (90/10 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 8                                  | 2                               | 1                               |
| Non-compliant contributor          | 0                               | 0                               |

- 9.5.4.2 B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.
- 9.5.4.3 Non- submission of a **BBEE** certificate will result in a zero (0) score on B-BBEE.
- 9.5.4.4 The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

| AREAS OF EVALUATION                   | POINTS     |
|---------------------------------------|------------|
| • Price                               | 80         |
| • B-BBEE Status Level of Contribution | 20         |
| <b>Total</b>                          | <b>100</b> |

#### 9.5.5 Joint Ventures, Consortiums and Trusts:

- 9.5.5.1 A trust, consortium or joint venture, will qualify for points on evaluation of their B-BBEE status level **as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.**
- 9.5.5.2 A trust, consortium or joint venture **will qualify for points** on evaluation of their B-BBEE status level **as an unincorporated entity, provided that the entity submits their requisite, consolidated B-BBEE scorecard as if they were a group structure and on condition that such a consolidated B-BBEE scorecard is prepared for every separate bid application.**
- 9.5.5.3 Bidders must **submit substantive proof of the existence of joint ventures and/or consortium arrangements.** The Department will accept **valid signed agreements as proof for the existence of a joint venture and/or consortia arrangement.**
- 9.5.5.4 **Joint venture and/or consortia agreements must clearly set out the roles and responsibilities of the lead partner,** alongside the joint venture and/or consortium. **The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind**

the other co-parties in all matters pertaining to the joint venture and/or consortia arrangement.

#### **9.5.6 Claim B-BBEE Points:**

- 9.5.6.1 Prospective bidders who wish to qualify for and claim preferential points are obligated to fully comply with regulations 3 of the PPPFA Regulation in so far as it pertains to B-BBEE points claim.

#### **9.5.7 Sub-contracting as a requirement: (compulsory for requests that are above R30m):**

- 9.5.7.1 9(9) "...the successful tenderer must have sub-contracting arrangement of a minimum of 30% of the value of the contract to an enterprise which is an Emerging Macro Enterprise (EME) or Qualifying Small Enterprise (QSE) which is at least 51% owned by black people with the capability and ability to execute the sub-contract."

#### **9.5.8 Optional Sub-contracting: (Regulation 6(5) of the Preferential Procurement Regulations, 2017):**

- 9.5.8.1 6(5) "A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, **UNLESS** the intended subcontractor is an **EME that has the capacity to execute the subcontract.**"
- 9.5.8.2 "EME" means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003).

- 9.6 Bid documents will only be considered if received by the Department before or on the closing date and time, regardless of the method used to send or deliver such documents to the Department.
- 9.7 Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy). Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 9.8 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

## **PART D – SUBMISSIONS**

### **1. SUBMISSION OF PROPOSAL**

- 1.1 The two envelope procedure must be followed for tender submissions.
- 1.2 The first envelope must clearly state **TECHNICAL SUBMISSION**, wherein the bidder should address all aspects of the required scope of services.
- 1.3 The second envelope must clearly state **FINANCIAL SUBMISSION**, wherein the bidder should include the proposed fee for the project.
- 1.4 Proposals must be submitted in Hard copy format (all pages numerically numbered): One original and two copies.

### **2. CONTENT OF THE TECHNICAL SUBMISSION**

#### **2.1 The technical submission should include the following:**

- a) Cover Page
- b) Mandatory documents
- c) Introduction and Executive Summary
- d) Company and contact information of the bidder, including all parties/team members to the consortium where applicable

#### **2.2 Mandatory Documents**

The technical submission must include the following for scoring in the Functionality (Table 2D)

##### **2.2.1 Exhibit 1: Company Experience (Completed projects)**

The service provider is required to provide a list of completed projects of a similar nature listed in table format, chronologically over the past **10 years**. The projects completed in the past 10 years with their reference letters will be scored in reference to the exhibit 2.

### **2.2.2 Exhibit 2: Company Capacity (Clientele references)**

The financial value per project completed must exceed R 5 million over the past **5 years**. List the projects in tabular format, chronologically, a description of the project/s, duration of the project/s and client's details. Attached in the same sequence must be references from the stated clients. The Department reserves the right to contact the referees to verify the testimonials/references. The references are to include (but not limited to):

- i. Description of the project(s)
- ii. Financial Value of the project(s)
- iii. A performance statement by the Referee on the work conducted
- iv. Contact Person(s) – Client's office line and client's representative
- v. Contact Numbers

### **2.2.3 Exhibit 3: Qualifications and experience of the CORE team: Project Manager and team members**

- a) Provide a summary table of each member in sequence as **per Part A**, section 5.
- b) Attach an abridged CV of the Project Manager and Core team clearly indicating relevant expertise and experience (including years of experience) on projects of a similar nature.
- c) Certified copies of the highest education qualification/s of every team member and professional body registration certification (excluding Data Programmer) must also be provided.
- d) A table containing the names of the Project Manager and all CORE team members, their envisaged roles and responsibilities and the time they will work on the project must be provided.
- e) Confirm that these members will be available at any time to ensure that the project deliverables are achieved.

### **2.2.4 Exhibit 4: Approach and methodology to complete the Audit within Budget and set timelines**

Documents to be provided which indicate the Bidders detailed approach and methodology to be employed when carrying out the project requirements and milestones in two (2) parts.

## Part A: Understanding of Project TOR's

The planned approach and methodology which is to include all aspects set out in the tender document (Definition of Work) and the following technical details:

- a) Provide the proposed approach to the project clearly indicating how the aspects of the Definition of Work will be achieved.
- b) Provide a proposed **Method Statement** in line with the project deliverables and proposed **Project Plan**.
- c) Provide proposed **Project Quality Assurance Plan** for data collected from site(s) before submission into the Archibus database.
- d) Identify potential risks and provide proposed **Project Risk Management Plan** to mitigate risks.

## PART B: Project Plan

The Project Plan to include all key deliverables as set out in the tender document within the period of twelve (12) months from the issuing of the order.

A draft outline (which is not comprehensive) to guide delivery, timelines and responsibilities is set out in Table 1D below:

**TABLE 1D: PROPOSED PROJECT PLAN**

| Indicative dates* | Responsibility     | Achievement to be reached                            | Location                        |
|-------------------|--------------------|------------------------------------------------------|---------------------------------|
| Month 1           | DHET and Suppliers | Sign Contracts                                       | Pretoria                        |
| Month 1           | Supplier           | Provide DHET with a Project Coordinator              | Pretoria                        |
| Month 1           | Audit Provider     | Develop a final implementation plan approved by DHET | Pretoria and remotely           |
| Month 2           | Providers          | Training DHET, Regional, and TVET personnel          | Selected Sites as may be agreed |

|                   |                                          |                                                                                                                                                |                                         |
|-------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Month 1           | Audit and Archibus Providers             | Harmonization of data to be collected from audit and Archibus database.                                                                        | Pretoria                                |
| Month 2           | Audit Provider                           | Conduct desk work based on the available data                                                                                                  | Pretoria, TVET College, Campus level    |
| Month 2 – Month 5 | Audit Provider, DHET, Regional, and TVET | Sites' visits to review asset registers, sites layout developed by individual colleges, Barcodes, and conduct a detailed condition assessment. | TVET Colleges, Campuses, and Satellites |
| Month 2 – Month 5 | Audit Provider                           | Submit audit data to Archibus database from respective sites.                                                                                  | Pretoria and remotely                   |
| Month 2 – Month 6 | DHET and Providers                       | Conduct quality assurance for data from sites.                                                                                                 | Pretoria                                |
| Month 7-8         | DHET and Service Providers               | Conduct User acceptance test                                                                                                                   | Selected sites                          |
| Month 8-10        | DHET and Service Providers               | Produce campus/ college level maintenance reports required by DHET, Regional Offices, and TVET Colleges                                        | Pretoria                                |
| Month 12          | DHET and Service Providers               | Final acceptance and signoff the contract with providers.                                                                                      | Pretoria                                |

### 2.2.5 Exhibit 6: Regional Footprint (TEAMS)

The project requires a concurrent programme of teams conducting audits across the 6 TVET College Sector Regions in all 9 Provinces of South Africa.

The CORE team is required to comprise at a minimum of a professionally registered Electrical Engineer(s), Civil Structural Engineer(s), Mechanical Engineer(s), Property Valuer(s), Architect(s)/Draftsmen, Quantity Surveyor(s), Auditor(s)/Chartered Accountant(s) with GRAP 17 experience and a Data Programmer with experience in conducting condition assessments and data quality and capturing into an Infrastructure Management system such as Archibus or similar. Each of these must have over 5 years' experience. The required

experience should be in the conducting of condition assessments of multi-storey buildings within a State context or similar.

At present the Colleges are divided into 6 regions namely;

1. Gauteng & Free State
2. Limpopo
3. Mpumalanga & North West
4. Kwa-Zulu Natal,
5. Eastern Cape
6. Western Cape & Northern Cape.

**2.2.6 The six (6) teams are to consist of at least four (4) persons who have appropriate qualifications and experience to conduct the audit.**

A list of names per region must be provided\*.

The list must indicate:

- a) Relevant experience/qualifications of each member (Brief CVs to be attached)
- b) Who will be the team leader
- c) Who of the Core team will be responsible/accountable for the audit conducted in each college
- d) Contact details of the team members

\*It remains the sole responsibility of the service provider to ensure that the appropriate skills and expertise are in place at all times with these teams. The service provider is also responsible and accountable for the work of these teams in all its aspects.

**2.2.7 Experience with Archibus or similar software**

The data/programmer listed in the CORE team must have experience in supporting the conducting of condition assessments, data quality assurance and capturing into an Infrastructure Management system such as Archibus or similar software with the capability to export the data into Archibus (to prescribed data quality standards).

Experience in supporting hand held devices for the capturing of data onsite is essential.

A table listing the experience (actual work conducted) and actual systems worked on with duration on must be stated.

The points for this requirement will be allocated on the basis of 2 per project provided that the project/s were completed within the last 8 years.

### 3. EVALUATION CRITERIA

The following table reflects the evaluation criteria that will be used in evaluating the technical submission.

**TABLE 2D: EVALUATION CRITERIA**

| Criteria           | Sub-Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Weight    |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Company Experience | <p>a) <i>Relevant track record and ability to demonstrate completed similar projects within the last 10 years (Ref to Part D - Exhibit No 1)</i></p> <ul style="list-style-type: none"> <li>• <i>Description of the project</i></li> <li>• <i>Value of project</i></li> <li>• <i>Duration of project</i></li> <li>• <i>Contact person</i></li> <li>• <i>Contact numbers and email address</i></li> </ul> <p><b>Points breakdown e.g.</b></p> <p>7 – 9 Projects = 15 points</p> <p>4 – 6 Projects = 10 points</p> <p>1 – 3 Projects = 5 points</p> | <b>15</b> |
|                    | <p>b) <i>Proven knowledge and experience within the last 5 years with projects each in excess of R 5 Million (on client company letterhead/s, submit testimonials and contactable references as a proof that you have facilitated or performed similar projects. The Department reserves the right to contact the referees to verify the testimonials/references.) using the following headings (Ref to Part D - Exhibit 2):</i></p> <ul style="list-style-type: none"> <li>• <i>Description of the project</i></li> </ul>                        | <b>15</b> |

|                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                   | <ul style="list-style-type: none"> <li>• Value of project</li> <li>• Duration of project</li> <li>• Contact person</li> <li>• Contact numbers and email address</li> </ul> <p><b>Points Breakdown e.g.</b></p> <p>8 - 10 Clients past and current references = 15 points</p> <p>5 - 7 Clients past and current references = 10 points</p> <p>3 - 4 Clients past and current references = 5 points</p>                                                                                                                                                                                                                                                                                                                                                                                                |           |
| <p>Qualifications and experience of the Project Manager and core team members</p> <p><b>Part A, Section 6</b></p> | <p>a) The service provider Project Manager (who will also be considered as the Lead Consultant) to have over 10 years' experience in preparing Immovable Asset Registers and conducting Condition Assessments.</p> <p><b>Points for Project Manager / Project Lead e.g.</b></p> <p>10+ years relevant experience = 5 Points</p> <p>Less than 10 = 0 Points</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>5</b>  |
|                                                                                                                   | <p>b) Experience relevant to the project requirements of Project CORE TEAM consisting of a minimum of 8 persons with minimum of 5 years' experience each, with relevant qualifications and registered with relevant professional body excluding Data Programmer. (Ref to Part D - Exhibit 3).</p> <p>Points breakdown Core Team e.g.</p> <p>46 + combined years' experience = <b>15 Points</b></p> <p>41 to 45 combined years' experience = <b>10 Points</b></p> <p>40 combined years' experience = <b>5 Points</b></p> <p>Less than 40 years combined experience = <b>0 Points</b></p> <p><b>(Note: Should an individual have more than one of the stipulated qualifications, only one of the qualifications will be considered including their experience in that specific qualification).</b></p> | <b>15</b> |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p><i>Approach and methodology</i></p>       | <p><i>Bidders detailed approach and methodology to be used to carry out the project. (Ref to Part D - Exhibit 4).</i></p> <p><i>20 Points if the approach and methodology realistically indicate the successful completion of the project with 12 Months. The approach and methodology will be assessed in reference to the following:</i></p> <p>a) Provide a proposed <b>Project Plan</b> indicating key deliverables, indicative times frames in reference to 12 <b>months</b> to complete Project deliverables = <b>8 Points</b>.</p> <p>b) Provide the proposed approach to the project clearly indicating how the aspects of the Definition of Work will be achieved = <b>4 Points</b></p> <p>c) Provide a proposed <b>Method Statement</b> in line with the project deliverables and proposed <b>Project Plan</b> = <b>2 Points</b>.</p> <p>d) Provide proposed <b>Project Quality Assurance Plan</b> for data collected from site(s) before submission into the Archibus database = <b>4 Points</b>.</p> <p>f) Identify potential risks and provide proposed <b>Project Risk Management Plan</b> to mitigate risks = <b>2 Points</b>.</p> | <p><b>20</b></p> |
| <p><i>Regional Capacity (Site Teams)</i></p> | <p><i>Evidence indicating a minimum of 6 teams covering a Regional Footprint consisting of six (6) teams with a minimum of four (4) persons per team to cover site audits of all 6 Regions' simultaneously. (Ref to Exhibit No. 6)</i></p> <p><i>3 Points for each Region* which has a full team available (attach proof of locality and contact details). The Department reserves the right to verify the details provided. The Regional Footprint (Site Teams) will be assessed with reference to the following:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>18</b></p> |

|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                                                | <p><b><u>6 TVET College Regions Grouping *</u></b></p> <p><i>Region 1. Gauteng &amp; Free State = 3 Points</i></p> <p><i>Region 2. Limpopo = 3 Points</i></p> <p><i>Region 3. Mpumalanga &amp; North West = 3 Points</i></p> <p><i>Region 4. Kwa-Zulu Natal = 3 Points</i></p> <p><i>Region 5. Eastern Cape= 3 Points</i></p> <p><i>Region 6. Western Cape &amp; Northern Cape = 3 Points</i></p> <p><i>*points will be awarded for a team in only one of the region i.e. Regions with two provinces require one team</i></p> |            |
| <p><i>Data Programmer Experience with Asset Registers established based on the GIAMA/NIAMMS Standards.</i></p> | <p><i>Experience in setting up GIAMA/NIAMMS on an Infrastructure Management System such as Archibus or Similar.</i></p> <p><i>Points for prior project experience in setting up Infrastructure Management System in the last 8 years. (Ref Part D para 2.2.7 and Part A section 6)</i></p> <p><i>Provide a list of projects related to Asset Registers established within the GIAMA/NIAMMS standards.</i></p> <p><i>2 Points per project to total of 12.</i></p>                                                              | <b>12</b>  |
| <b>Total</b>                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>100</b> |

**Note 1: The Company should have at least 6 teams (minimum of 4 per team) that have the necessary competencies to conduct and meet requirements of the Audit under the supervision of the core team.**

## **PART E – CONDITIONS**

### **1. GENERAL CONDITIONS OF CONTRACT**

- 1.1 Any subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
  - 1.1.1 The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the Department is prepared to enter into a contract with the successful Bidder.
  - 1.1.2 The bidder submitting the General Conditions of Contract to the Department together with its bid, has ensured that the document has duly been signed by an authorised representative on its behalf.

### **2 SPECIAL CONDITIONS OF CONTRACT**

The Department reserves the right to:

- 2.1 Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 2.2 Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;
- 2.3 Accept any part of a tender in lieu of the whole tender;
- 2.4 Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid;
- 2.5 Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- 2.6 At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated

and/or after the preferred bidders have as such been notified of their status;  
and

- 2.7 Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

### **3 GOVERNING LAW**

- 3.1 South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- 3.2 The bidder agrees to submit to the exclusive jurisdiction of the South African court system in any dispute of any kind that may arise out of- or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **4 DECLARATION**

Bidders as part of their respective technical responses, are required to declare the following and confirm that they will:

- 4.1 At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the Department;
- 4.2 Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender;
- 4.3 Act with circumspection and treat the Department fairly in all situations where conflicting interests may become apparent;
- 4.4 Comply with all applicable statutory or common law requirements related to the conduct of its business;
- 4.5 Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the Department;
- 4.6 Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- 4.7 Conduct business activities transparently and consistently uphold the interests and needs of the Department as a client, before any other consideration; and

- 4.8 Ensure that for the duration of the tender no information acquired from the Department will be utilised and/or disclosed to any third party/ies unless written consent from the Department has been obtained to do so.

## **5 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 5.1 The Department reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other Department organ or entity and whether from the Republic of South Africa or otherwise ("Department "):
- 5.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - 5.1.2 Seeks any assistance, other than assistance officially provided by a Department, from any employee, advisor or other representative of a Department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the Department;
  - 5.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Department;
  - 5.1.4 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Department;
  - 5.1.5 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the Department;
  - 5.1.6 Has in the past engaged in any matter referred to above; or

- 5.1.7 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **6 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 6.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- 6.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

## **7 PREPARATION COSTS**

- 7.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.
- 7.2 Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

## **8 INDEMNITY**

- 8.1 If a bidder breaches the conditions of this bid and as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost(s) of any investigations, procedural impairment, repetition of all- or any part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder then indemnifies and holds the Department harmless

from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

## **9 PRECEDENCE**

- 9.1 This document will prevail over any information provided during any stage whether oral, electronically or written, unless such written information provided, expressly amends this document by reference.

## **10 LIMITATION OF LIABILITY**

- 10.1 A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever, for any costs incurred or any damages suffered as a result of the Bidder's participation in this bidding process.

## **11 TAX COMPLIANCE**

- 11.1 No tender shall be awarded to any bidder which is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
- 11.2 The Department further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

## **12 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- 12.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- 12.2 The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

### **13 CONFIDENTIALITY**

- 13.1 Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a tender.
- 13.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.
- 13.3 Throughout this bid process and thereafter, bidders must secure the Department's written approval prior to the release of any information that pertains to:
- I. The potential work or activities to which this bid relates; or
  - II. The process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **14 PROPRIETARY INFORMATION OF THE DEPARTMENT**

- 14.1 Bidders will declare in their respective bid cover letters that they did not have access to any departmental proprietary information, or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

### **15 COPYRIGHT AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS**

- 15.1 **All copyright and all other intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, shall vest in the Department.**
- 15.2 The Department will have the right to release the works under an appropriate copyright license, including an open license that will allow any individual, official,

company, agency or organisation to use or modify the works for any purpose as stated in the open licence.

## **16 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

16.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.

16.2 In the event that the Department allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

## **17 SERVICE LEVEL AGREEMENT**

17.1 Subsequent to the Department's decision on awarding the tender the successful bidder **may be required to sign a Service Level Agreement** aimed at regulating the specific terms and conditions applicable to the services required by the Department and as far as possible.

17.2 The Department reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.

17.3 The Department reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

## **18 PRICING**

18.1 The price quoted must be a fixed price for the duration of the contract and must include all related costs (travel, accommodation, equipment and data communication).

18.2 **Price must be VAT inclusive and quoted in South African Rand.**

18.3 Costing should be aligned with project activities / project phases.

18.4 Details of the **cost/fee breakdown for all the services to be rendered** must be submitted in a sealed envelope with the rest of the documentation.

## **19 OTHER IMPORTANT MATTERS TO NOTE**

- 19.1 The Department reserves the right to conduct background/probity check on key management of the bidder.
- 19.2 The Department reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- 19.3 The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- 19.4 The Department will not be liable to reimburse any costs incurred by the bidder during this tender process.
- 19.5 Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate how such conflicts would be addressed.
- 19.6 Only one proposal per bidder can be submitted and must indicate a (period) implementation.

## **PART F – MONITORING AND REPORTING**

### **1. MONITORING**

- 1.1 All daily management and monitoring of the project will be conducted by the Director: Building Maintenance and Development (and or his delegate).
- 1.2 A Project Management Team will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Project Management Team will comprise officials from the Department and the service provider. Meetings will be arranged as per approved project plan.
- 1.3 Monitoring will be conducted by the Project Management Team which will be chaired by the TVET Infrastructure project manager from DHET. This team will be meeting on a monthly basis and will have, amongst others, the following functions:
  - a) Ensure the project schedule and budget is maintained;
  - b) Ensure the required quality standards are met for the whole project and its components (within agreed specifications)
  - c) Ensure required resources for project implementation are supplied in time and within set standards;
  - d) Receive and discuss monthly progress reports from service provider;
  - e) Receive and discuss reports from technical support team;
  - f) Ensure project deliverables are delivered in time and within the required quality;
  - g) Conduct other aspects of monitoring and evaluation for TVET infrastructure project.

### **2. REPORTING**

- a) The service provider will report to the Director: Building Maintenance and development (or his/her delegate) and submit work-in progress reports by email to the Office of the Director: Building Development and Maintenance by close of business every second Wednesday.
- b) For each deliverable, as identified in Part A – Information on the Tender, paragraph 4, the service provider will submit, every second week, progress reports to the Department in line with approved timeframes in the project plan.

The reports should be in MS Word and submitted electronically to the Director: Building Maintenance and Development.

- c) In addition to the above and in conjunction with deliverables submitted, sectional compliance pre-assessment, practical completion pre-assessment and final works pre-assessment reports.

### **3. LANGUAGE**

All correspondence including reports must be written in English.

### **4. SUBMISSIONS/COMMENTS TIMING**

- a) The submission of the monitoring framework plan and evaluation process shall be submitted to the Director: Building Maintenance and Development within 10 days after the commencement of the project for approval by the Department.
- b) Other reports shall be submitted as per the agreed project implementation plan.
- c) The Department, shall within 15 days of receipt of deliverables, notify the service provider of the approval or not of the deliverable.
- d) The Department shall, within 30 days of receipt of the final works pre-assessment report [whatever the final deliverable is], notify the service provider/consultant/lead consultant/team leader of its decision concerning the final pre-assessment report [whatever the final deliverable is]. If the Department does not give any comments on the final pre-assessment report [whatever the final deliverable is] within such time limit of 30 days, the final pre-assessment report [whatever the final deliverable is] shall be deemed to have been approved by the Department if they do not expressly inform the service provider/consultant/lead consultant/team leader of any comments or delays. New timeframes will then be negotiated between the service provider/consultant/lead consultant/team leader and the Director: Building Maintenance and Development.

## **Annexure A**

The TVET Colleges have reported 50 TVET colleges, 254 campuses and 88 satellites in 2019. There are possibly other sites of activities. The distribution of these facilities is indicated in the table below:

Table 1: Location and Quantity of TVET Facilities for audit.

| Province      | No. of colleges | No. of campuses | No. of satellites |
|---------------|-----------------|-----------------|-------------------|
| Eastern Cape  | 8               | 42              | 10                |
| Free State    | 4               | 16              | 11                |
| Gauteng       | 8               | 45              | 9                 |
| Kwazulu-Natal | 9               | 56              | 24                |
| Limpopo       | 7               | 23              | 14                |
| Mpumalanga    | 3               | 16              | 8                 |
| Northern Cape | 2               | 8               | 3                 |
| North West    | 3               | 11              | 5                 |
| Western Cape  | 6               | 37              | 4                 |
| Total 392     | 50              | 254             | 88                |

(Number, type of site and all location information to be verified during the current infrastructure audit).

| Province     | College Name, Head Office<br>Physical Address                                                                                                                         | Campus Name            | Physical Address                                      | GPS<br>COORDINATES             | Sites                         | GPS COORDINATES                  | Physical Address                                   |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------|--------------------------------|-------------------------------|----------------------------------|----------------------------------------------------|
| Eastern Cape | 1. Buffalo City TVET College<br>Cnr Lukin Road & King Street,<br>Selborne East London, 5201:<br>4 Campuses<br>32°59'50.02"S<br>27°53'57.69"E<br><br>Tel: 043 704 9201 | 1. East London         | Lukin Road Selborne East London 5201                  | 32°59'50.02"S<br>27°53'57.69"E | Gloucester House<br>Residence | 33°0'03.7"S<br>27°53'57.76"E     | 11-13 St Marus Road<br>of Selborne East<br>London  |
|              |                                                                                                                                                                       | 2. John Knox Bokwe     | Mfaka Street NU 1 Mdantsane 5219                      | 32°56'35.69"S<br>27°46'53.93"E | Mc Jenet House<br>Residence   | 33°0'1.34"S<br>27°53'56.15"E     | 251 Oxford Street,<br>Southernwood, East<br>London |
|              |                                                                                                                                                                       | 3. St Marks            | St Marks Road Southernwood East London<br>5201        | 32°59'50.02"S<br>27°53'57.69"E | Belgravia House<br>Elliot     | 32°59'55.63"S<br>27°53'44.62"E   | 67 Belgravia Crescent,<br>Selborne East London     |
|              |                                                                                                                                                                       | 4. King Street         | Southernwood, East London 5213                        | 33°0'8.76"S<br>27°54'3.76"E    | Vacant Land                   | 32°59'54.98" S<br>27°53'54.77" E | King Street,<br>Southernwood, East<br>London       |
|              | 2. East Cape Midlands TVET College<br>Cnr Cuyler & Durban Street,<br>Uitenhage, 6229:<br>33°45'57.86"S<br>25°23'29.14"E<br>8 Campuses<br>Tel: 041 995 2000            |                        |                                                       |                                |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 5. Charles Goodyear    | Edison Street, Uitenhage 6229                         | 33°47'24.81"S<br>25°24'50.60"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 6. Graaf Reinet        | 7 Oval Drive, Graaf Reinet 6280                       | 32°15'13.58"S<br>24°32'17.87"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 7. Grahamstown         | Cnr Constitution & Milner Street,<br>Grahamstown 6140 | 33°18'16.81"S<br>26°31'14.97"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 8. High Street         | High Street Uitenhage 6229                            | 33°45'27.68"S<br>25°24'5.90"E  |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 9. Park Avenue         | Park Avenue Uitenhage 6229                            | 33°45'45.14"S<br>25°23'57.87"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 10. Health Park Avenue | Laurence Erasmus & standford Rd,<br>Bethelsdorp, 6059 | 33°52'39.69"S<br>25°29'31.17"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 11. Brickfields        | Brickfields Road Uitenhage Industrial                 | 33°46'52.50"S<br>25°24'6.00"E  |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 12. Thanduxolo         | Bantom Street, KwaNobuhle                             | 33°48'20.48"S<br>25°22'18.35"E |                               |                                  |                                                    |
|              | 3. Ikhala TVET College<br>Robinson c/n Zeiler Street<br>Queenstown 5320<br>31°53'34.75"S<br>26°52'16.53"E<br>5 Campuses<br>Tel: 047 873 8843                          | 13. Ezibeleni          | Zone D Gwadana Drive, Ezibeleni                       | 31°54'4.17"S<br>26°58'12.57"E  |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 14. Aliwal North       | Somerset Street Aliwal North 9750                     | 30°41'34.67"S<br>26°42'28.63"E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 15. Queen Nonesi       | Gqibhenya Location Lady Frere 5410                    | 31° 49' 17" S<br>27° 00' 33" E |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 16. Queenstown         | Robinson c/n Zeiler Street Queenstown<br>5320         | 31°53'34.75"S<br>26°52'16.53"E | Ezibeleni<br>Engineering      | 31°54'3.63"S<br>26°58'14.59"E    | Gwadana Drive<br>Ezibeleni                         |
|              |                                                                                                                                                                       | 17. Sterkspruit        | Emfundweni Street Zwelitsha Sterkspruit               | 30°31'9.71"S<br>27°22'22.04"E  |                               |                                  |                                                    |
|              | 4. INGWE TVET COLLEGE                                                                                                                                                 |                        |                                                       |                                |                               |                                  |                                                    |
|              |                                                                                                                                                                       | 18. Matuti             | Mli Road, Matuti                                      | 28°14'18.84"S                  |                               |                                  |                                                    |

|                                                                                                                                                                                                |                 |                                                       |                                                                 |                              |                                |                                                          |
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| <b>Badibanise Road, Mt Frere, 5090</b><br><br>30°53'25.41"S<br>28°59'24.56"E<br><br><b>5 Campus</b><br><br><b>Tel : 039 255 0346</b>                                                           | 19. Mt Fletcher | Mount Fletcher                                        | 28°18'27.30"E                                                   |                              |                                |                                                          |
|                                                                                                                                                                                                | 20. Mt Frere    | Cancele Road Mount Frere                              | 30°41'16.80"S<br>28°30'27.91"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 21. Ngqungqushu | Magwa Road                                            | 30°53'25.41"S<br>28°59'24.56"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 22. Siteto      | Mhlanga Village, Bizana 4800                          | 31°22'31.80"S<br>29°35'13.12"E<br>30°51'8.30"S<br>29°53'29.51"E |                              |                                |                                                          |
|                                                                                                                                                                                                | 23. Kobonqala   | Nombarjana A/A, Centane,                              | 32°18'10.05"S<br>28°12'7.16"E                                   | Learnership Centre           | 32°19'32.1"S<br>28°10'38.1"E   | Pep Building 1&2<br>Acrytex, Centane Road<br>Butterworth |
| <b>5. King Hintsa TVET College</b><br>Factory No 1234 Acrytex Building,<br>Centane<br>Butterworth<br><br>32°18'10.19"S<br>28°12'07.44"E<br><br><b>6 Campus</b><br><br><b>Tel: 047 401 6400</b> | 24. Msobomvu    | 24 Inbabala Street, Msobomvu Township,<br>Butterworth | 32°19'13.61"S<br>28°10'21.14"E                                  | Coffee Bay Hotel<br>(Mapuzi) | 31°59'07.83"S<br>29°08'53.01"E |                                                          |
|                                                                                                                                                                                                | 25. Centane     | Macibe Road, Centane, 4980                            | 32°29'41.35"S<br>28°18'56.41"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 26. H.B Tsengwa | Erf 241 Kolping Area Willowvale 5040                  | 32°16'5.72"S<br>28°29'59.34"E                                   |                              |                                |                                                          |
|                                                                                                                                                                                                | 27. Idutywa     | Erf 1 N2 National Road, Idutywa                       | 32° 6'34.66"S<br>28°18'52.13"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 28. Teko        | Teko, Tracor Farms, Butterworth, 4960                 | 32°21'5.82"S<br>28°14'39.24"E                                   |                              |                                |                                                          |
| <b>6. King Sabata TVET College</b><br>R61 Queenstown Road<br>Mthatha 5099<br><br>31°34'52.80"S<br>28°46'17.74"E<br><br><b>7 Campus</b><br><br><b>Tel: 047 505 1003</b>                         | 29. Zimbane     | Zimbane Village Mthatha 5099                          | 31°37'53.54"S<br>28°44'31.31"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 30. Engcobo     | Queenstown Road c/n Manzana Junction<br>Engcobo       | 31°41'14.62"S<br>27°59'20.54"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 31. Libode      | Port St Johns Road                                    | 31°32'37.30"S<br>29°01'32.36"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 32. Mapuzi      | Coffee Bay A/A Street                                 | 31°56'44.81"S<br>29°07'46.95"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 33. Mngazi      | Port St Johns Road Mngazi                             | 32°07'48.54"S<br>28°54'23.79"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 34. Mthatha     | Engcobo Road c/n Cicira                               | 31°34'52.80"S<br>28°46'17.74"E                                  |                              |                                |                                                          |
|                                                                                                                                                                                                | 35. Ntabezuko   | Gusi A/A Street                                       | 31°33'14.22"S<br>29°14'00.04"E                                  |                              |                                |                                                          |

|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
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| Free State | 7.  | Lovedale TVET College<br>Amatola Row,<br>King Williams Town 5600<br>32°52'19.19"S<br>27°23'20.39"E<br>3 Campuses<br>Tel: 043 604 0701                         | 36. Alice     | Victoria Street, Alice, 5700                          | 33°57'24.74"S<br>25°36'29.71"E |                             |                                    |                                                        |  |
|            | 37. | King                                                                                                                                                          |               | Amatola Row, King Williams Town 5600                  | 32°52'19.19"S<br>27°23'20.39"E |                             |                                    |                                                        |  |
|            | 38. | Zwelisha                                                                                                                                                      |               | Gert Goosen Drive, King Williams Town 5600            | 32°54'36.57"S<br>27°24'57.83"E |                             |                                    |                                                        |  |
|            | 8.  | Port Elizabeth TVET College (PE TVET)<br>Richmond Park, Richmond Hill, Port Elizabeth 6001<br>33°57'24.74"S<br>25°36'29.71"E<br>4 Campus<br>Tel: 041 509 6004 | 39. Erica     | Richmond Park, Richmond Hill, Port Elizabeth          | 33°57'24.74"S<br>25°36'29.71"E | Kemsley Park                | 33°57'16.87" S<br>25°35'24.77" E   | Mount Road, Port Elizabeth                             |  |
|            | 40. | Dower                                                                                                                                                         |               | 17 Rensburg Street, West End, Port Elizabeth          | 33°53'15.27"S<br>25°31'26.22"E | Algoa                       | 33°53'55.59 S<br>25°34'43.59 E     | Straunway, Struandale, Port Elizabeth                  |  |
|            | 41. | Iqhayiya                                                                                                                                                      |               | Straunway, Struandale, Port Elizabeth                 | 33°53'54.10"S<br>25°34'42.36"E | Victoria Memorial Satellite | 33°57'41.76" S<br>25°36'30.83" E   | Hirsch Street, Central, Port Elizabeth                 |  |
|            | 42. | Russell Road                                                                                                                                                  |               | 139 Russell Road, Port Elizabeth 6001                 | 33°57'41.26"S<br>25°36'36.89"E |                             |                                    |                                                        |  |
|            | 9.  | Flavius Mareka TVET College<br>Cnr Hertzog Road and Fraser Street, Sasolburg, 1947<br>26°48'59.99"S<br>27°50'25.68"E<br>3 Campuses<br>Tel: 016 976 0829       | 43. Sasolburg | C/o Hertzog & Fraser Street, Sasolburg                | 26°48'59.99"S<br>27°50'25.68"E | Lenchhof Hostel             | 27°39'32.544"S<br>27°14'47.6514"E  | Vorster Street, Kroonstad, 9499                        |  |
|            | 44. | Mphohadi                                                                                                                                                      |               | Tang Street, Kroonstad                                | 27°38'37.11"S<br>27°11'28.44"E | Derksen Hostel              | 27°39'53.9316"S<br>27°14'15.4968"E | Residence Avenue, Kroonstad, 9499                      |  |
|            | 45. | Kroonstad                                                                                                                                                     |               | Bukes Street Kroonstad 9499                           | 27°39'33.71"S<br>27°14'41.16"E |                             |                                    |                                                        |  |
| Free State | 10. | Goldfields TVET College<br>36 Buren Street, Flamingo park, Welkom 9460:<br>27°57'18.28"S<br>26°43'35.03"E<br>2. Campuses<br>Tel: 057 910 6032                 | 46. Tosa      | 14107 Ndaki Road Thabong 9463                         | 27°57'16.15"S<br>26°48'2.32"E  | Virginia                    | 28°7'53.68"S<br>26°54'10.44"E      | Reantlegile Secondary School, 749 Kgotsong             |  |
|            | 47. | Welkom                                                                                                                                                        |               | Cnr Petrus & Toronto, Jan Celliers Park, Welkom, 9460 | 27°59'23.06"S<br>26°44'6.03"E  |                             |                                    |                                                        |  |
|            | 11. | Maluti TVET College<br>Mampoi Street, Phuthadijhaba, Qwaqwa 9866                                                                                              | 48. Bethlehem | 28 Wessels Street, Bethlehem                          | 28°14'18.56"S<br>28°18'27.86"E | Corporate Office            | 28°14'20.23"S<br>28°18'32.46"E     | High Street Bethlehem, c/o High and Brooster Bethlehem |  |
|            | 49. | Bonanclo                                                                                                                                                      |               | Next to Mafube, Intermediate School, Phuthadijhaba    | 28°31'34.70"S<br>28°49'2.64"E  |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |
|            |     |                                                                                                                                                               |               |                                                       |                                |                             |                                    |                                                        |  |



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| <p><b>14. Ekurhuleni East TVET College</b><br/>Sam Ngema Road, Kwa-Thema Springs 1560<br/>26°17'19.03"S<br/>28°24'35.88"E<br/><b>5 Campuses</b><br/><b>Tel: 011 730 6600</b></p> | 65. Smit Street                                                                                                                                                | 123 Juta Street, Braamfontein                            | 26°11'38.0"S<br>28°02'30.7"E   |                                   |                                  |                                                |
|                                                                                                                                                                                  | 66. Riverlea                                                                                                                                                   | 39 Ashburton Street, Riverlea                            | 26°12'42.82"S<br>27°58'50.08"E |                                   |                                  |                                                |
|                                                                                                                                                                                  | 67. Kwa-Thema                                                                                                                                                  | Sam Ngema Road Kwa-Thema, Springs 1560                   | 26°17'19.03"S<br>28°24'35.88"E | Artisan Skills Development Centre | 26°16'11.86" S<br>28°24'40.10" E | 10 Argon Rd, Fulcrum, Springs 1559             |
|                                                                                                                                                                                  | 68. Brakpan                                                                                                                                                    | 98 Victoria Avenue Brakpan 1540                          | 26°14'9.53"S<br>28°22'2.60"E   |                                   |                                  |                                                |
|                                                                                                                                                                                  | 69. Daveyton                                                                                                                                                   | Heald Street Daveyton 1507                               | 26°9'30.06"S<br>28°24'55.31"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 70. Benoni                                                                                                                                                     | 50 O'Reilly Merry Street Northern Benoni 1500            | 26°9'41.88"S<br>28°19'20.06"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 71. Springs                                                                                                                                                    | Plantation Road Springs, 1560                            | 26°15'46.43"S<br>28°23'47.76"E |                                   |                                  |                                                |
|                                                                                                                                                                                  | 72. Germiston                                                                                                                                                  | Driendek Street c/n Sol Road                             | 26°12'33.06"S<br>28°9'27.92"E  | Corporate Centre                  | 26°12'32.94"S<br>28°9'25.27"E    | 17 Rose Innes Street, Drieboek, Germiston 1400 |
|                                                                                                                                                                                  | 73. Alberton                                                                                                                                                   | 25 Lake Arthur Street, Brackendowns, 1448                | 26°20'43.75"S<br>28°5'54.53"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 74. Boksburg                                                                                                                                                   | 49 North Street Plantation Boksburg                      | 26°13'6.18"S<br>28°14'22.77"E  |                                   |                                  |                                                |
| <p><b>15. Ekurhuleni West College</b><br/>Drieboek and Sol Road, Germiston 1400<br/>26°12'33.06"S<br/>28°9'27.92"E<br/><b>6 Campuses</b><br/><b>TEL: 011 323 1600</b></p>        | 75. Kathorus                                                                                                                                                   | 782 Paume Section Kalebong                               | 26°20'36.76"S<br>28°9'50.57"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 76. Kempton                                                                                                                                                    | Partridge Avenue c/n Pretoria Road Kempton Park          | 26°4'42.50"S<br>28°13'45.72"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 77. Tembisa                                                                                                                                                    | 9 Esigongweni Section Tembisa                            | 26°1'28.00"S<br>28°11'7.97"E   |                                   |                                  |                                                |
|                                                                                                                                                                                  | 78. Heidelberg                                                                                                                                                 | 1 Fraser Street, Heidelberg 1438                         | 26°30'14.20"S<br>28°21'31.48"E | Lakeside Site                     | 51°29'14.9532"S<br>0°170.9702"E  | ERF 6700 Lakeside Extension 1                  |
|                                                                                                                                                                                  | 79. Sebokeng                                                                                                                                                   | 4 Samuel Street Sebokeng 1980                            | 26°36'28.46"S<br>27°50'17.51"E |                                   |                                  |                                                |
|                                                                                                                                                                                  | 80. Vanderbijlpark                                                                                                                                             | 6 Frikkie Meyer Boulevard Vanderbijlpark, 1900           | 26°41'29.54"S<br>27°50'2.66"E  |                                   |                                  |                                                |
|                                                                                                                                                                                  | 81. Vereeniging                                                                                                                                                | 33 Voortrekker Street Vereeniging 1930                   | 26°40'46.43"S<br>27°55'55.65"E |                                   |                                  |                                                |
|                                                                                                                                                                                  | 82. Molapo                                                                                                                                                     | 1822 Molele Street, Cur Molapo Road, Molapo, Soweto 1801 | 26°15'58.85"S<br>27°51'38.78"E | Land In Wealth Farm               | 26 00 52 27 S<br>27 41 27 23 E   | Helpoort/ Sterk                                |
|                                                                                                                                                                                  | <b>17. South West TVET College</b><br>Koma 1822 c/n Molele Road Molapo Section Soweto 1801                                                                     |                                                          |                                |                                   |                                  |                                                |
|                                                                                                                                                                                  | <b>16. Sedibeng TVET College</b><br>37 Voortrekker Street, Vereeniging 1930<br>26°40'46.43"S<br>27°55'55.65"E<br><b>4 Campuses</b><br><b>Tel: 016 422 6645</b> |                                                          |                                |                                   |                                  |                                                |

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| <p>26°15'58.85"S<br/>27°51'38.78"E</p> <p><b>6 Campuses</b></p> <p><b>Tel: 086 176 8849</b></p> | 83. Dobsonville                                                              | 5604 van Onselen Street Dobsonville, Soweto           | 26°12'48.62"S<br>27°52'28.28"E | SW/GC Contact Centre               | 26 16 39 15 S<br>27 53 23 16 E | Office no 9.2 Floor,<br>Walter Sisulu Square<br>Of Dedication, CNR<br>Klip Valley, Kliptown,<br>Soweto |
|                                                                                                 | 84. George Tabor                                                             | 1440 Mncube Drive Soweto                              | 26°14'53.15"S<br>27°53'35.68"E |                                    |                                |                                                                                                        |
|                                                                                                 | 85. Roodepoort                                                               | Webber avenue, Horizon view Roodepoort                | 26° 8'27.92"S<br>27°52'0.02"E  |                                    |                                |                                                                                                        |
|                                                                                                 | 86. Roodepoort West                                                          | 1 Lawson c/n Hinda Street Roodepoort West             | 26° 9'10.64"S<br>27°51'36.13"E |                                    |                                |                                                                                                        |
|                                                                                                 | 87. Technisa Campus                                                          | Huguenot Avenue& Main Street, Bordeaux, Randburg 2194 | 26° 6'14.27"S<br>28° 0'54.77"E |                                    |                                |                                                                                                        |
|                                                                                                 | 88. Mamelodi                                                                 | 19403 Serapeng Road Mamelodi East                     | 25°43'16.00"S<br>28°22'24.10"E |                                    |                                |                                                                                                        |
|                                                                                                 | 89. Pretoria                                                                 | 420 Church Street Pretoria                            | 25°44'43.15"S<br>28°11'54.14"E |                                    |                                |                                                                                                        |
| <p>25°44'52.97"S<br/>28°10'52.94"E</p> <p><b>6 Campuses</b></p> <p><b>Tel: 012 401 1950</b></p> | 90. Rosslyn                                                                  | Ernest Oppenheimer Street Rosslyn                     | 25°37'38.18"S<br>28° 4'36.67"E |                                    |                                |                                                                                                        |
|                                                                                                 | 91. Soshanguwe                                                               | 1973 Phirima Road , Block G Shoshanguwe               | 25°44'50.50"S<br>28°10'52.93"E |                                    |                                |                                                                                                        |
|                                                                                                 | 92. Soshanguwe                                                               | Block L, College Road Soshanguwe                      | 25°32'44.31"S<br>28° 5'27.74"E |                                    |                                |                                                                                                        |
|                                                                                                 | 93. Temba                                                                    | Jubilee Road Temba                                    | 25°23'20.08"S<br>28°15'31.86"E |                                    |                                |                                                                                                        |
|                                                                                                 | 94. Atteridgeville                                                           | No 5 Khoza Str, Atteridgeville 0008                   | 25°46'4.90"S<br>28° 5'20.40"E  | Early Childhood Development Centre | 25°44'35.20"S<br>28°10'50.79"E | 56 Kgosi Manpuru And<br>Johannes Ramakhoase<br>Street                                                  |
|                                                                                                 | 95. Centurion                                                                | College Avenue Tek Base, Lyttelton, Centurion 0140    | 25°48'37.18"S<br>28°11'14.23"E | Inner City                         | 25°45'0.90"S<br>28°10'59.47"E  | 58 Francis Baard street<br>Pretoria Central                                                            |
|                                                                                                 | 96. Odi                                                                      | Lucas Mangope Highway Mabopane 0190                   | 25°30'27.98"S<br>28° 2'27.65"E |                                    |                                |                                                                                                        |
| <p>25°45'00.73"S<br/>28°10'57.02"E</p> <p><b>4 Campuses</b></p> <p><b>Tel: 012 401 5006</b></p> | 97. Pretoria West                                                            | 150 Industrial Rd, Pretoria West 0183                 | 25°45'44.46"S<br>28° 8'11.80"E |                                    |                                |                                                                                                        |
|                                                                                                 | 98. Kurgersdorp                                                              | Cnr Von Brandis and Market Street Kurgersdorp         | 26° 6'17.56"S<br>27°46'22.90"E |                                    |                                |                                                                                                        |
|                                                                                                 | 99. Kurgersdorp West                                                         | Cnr Flemming Ave and Figulus Street Kurgersdorp West  | 26° 6'22.43"S<br>27°46'25.29"E |                                    |                                |                                                                                                        |
| <p>26°10'15.73"S</p>                                                                            | 20. Western TVET College : 42 Johnstone Street, Hectoraton Randfontein 1760: |                                                       |                                |                                    |                                |                                                                                                        |

|                                                                                                                                                                                                               |                                                               |                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                             |                                                                                                                                                                  |                                                                                                                           |
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| <b>KwaZulu Natal</b><br><br><b>21. Coastal TVET College (Mobeni)</b><br>No 50051 Old Main Road Kwa Maknutha 4125<br>30° 01' 32.19" S<br>30° 51' 23.40" E<br><br><b>8 Campuses</b><br><b>Tel: 031 905 7003</b> | 27°42'35.91"E<br><br><b>3 Campuses</b><br><b>011 692 4004</b> | 100. Randfontein Campus (Carletonville)<br><br>101. Carltonville Campus<br><br>102. Western Area<br><br>103. Thuba Makote<br><br>104. Umbumbulu<br><br>105. Durban Campus<br><br>106. Swinton Road Campus<br><br>107. Umlazi Campus<br><br>108. Umlazi BB Campus (SAT)<br><br>109. Appelbosch<br><br>110. Ubuhle Bogu<br><br>111. As-laam | Kiewiet Street Helikon Park Randfontein<br><br>20 South Street Carletonville<br><br>109 Botha Street Western Area<br><br>Stand 2 Dr Schoeman Street, Ga-Mohale, Magaliesburg<br><br>No 50051 Mfundu Mngadi Dr Kwamashu<br><br>Umbilo Road Congella<br><br>21 Swinton Road, Mobeni<br><br>V1294 Umlazi 4031<br><br>Nandi Road, Umlazi<br><br>1621 Applebosch Hospital Rd, ozwatini | 26°20'58.01"S<br>27°23'45.69"E<br><br>26°20'58.19"S<br>27°23'42.63"E<br><br>26°19'33.55"S<br>27°38'35.10"E<br><br>25°59'31.62"S<br>27°31'53.80"E<br><br>30° 01' 32.19" S<br>30° 51' 23.40" E<br><br>29°52'28.16"S<br>30°59'37.91"E<br><br>29°56'46.08"S<br>30°57'2.88"E<br><br>29°57'55.62"S<br>30°55'31.82"E<br><br>29°58'40.04"S<br>30°51'20.09"E<br><br>29°38'74.08"S<br>30°85'39.46"E<br><br>30°15'93.61"S<br>30°51'31.61"E<br><br>30°29'74.35"S<br>30°54'39.07"E | Vacant Land<br><br>Tooling Centre Of Excellence<br><br>KZN Occupational Skills Training & Testing Centre<br><br>Enterprise Development Unit | 29°53'52.08"S<br>30°58'14.88"E<br><br>29°52' 35.04" S<br>30°59' 32.64" E<br><br>29° 48' 15.84" S<br>30° 38' 48.48" E<br><br>29° 56' 54.24" S<br>30° 56' 57.12" E | 1 James Crescent, Umbilo<br><br>G32 Buthelezi Rd, Mpumalanga<br><br>Townships, Hammarsdale<br><br>20 Swinton Road, Mobeni |
| <b>22. Elangeni TVET</b><br>15 Portsmouth Road Pinetown 3610<br>29°49'23.31"S<br>30°52'11.79"E<br><br><b>8 Campuses</b><br><b>Tel: 031 716 6700</b>                                                           | 29°42'35.91"E<br><br><b>3 Campuses</b><br><b>011 692 4004</b> | 112. KwaMashu<br><br>113. Mpumalanga<br><br>114. Ndwedwe<br><br>115. Ntuzuma<br><br>116. Pinetown<br><br>117. Qadi<br><br>118. Kwadebeka                                                                                                                                                                                                  | F5 Malandela Drive KwaMashu<br><br>280 Shezi Main Road Section B Mpumalanga 3700<br><br>Ithendele Drive Ntuzuma Township<br><br>38 Bamboo Land Pinetown<br><br>Zulu Reserve Road Botha's Hill<br><br>140 Khululeka Rd, Clermont, Durban                                                                                                                                           | 29°44'32.49"S<br>30°59'24.86"E<br><br>29°48'33.68"S<br>30°37'55.41"E<br><br>29°30'57.24"S<br>30°56'0.70"E<br><br>29°43'24.62"S<br>30°56'38.05"E<br><br>29°49'16.63"S<br>30°52'7.06"E<br><br>29°43'58.38"S<br>30°44'8.46"E<br><br>29°48'49.01"S<br>30°52'30.41"E                                                                                                                                                                                                       |                                                                                                                                             |                                                                                                                                                                  |                                                                                                                           |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------|--------------------------------|----------------------------|--------------------------------|-----------------------------------------|
| 23. Esayidi TVET<br>3 Shooters Hill Lot 462 Nelson Mandela drive<br>Port-Shepstone 4249<br>30°44'13"S<br>30°27'11"E<br>12 Campuses<br>Tel: 039 684 0110 | 119. Inanda                                     | 131 of Street 108812, Inanda, Durban                           | 29°41'48.53"S<br>30°57'36.59"E |                            |                                |                                         |
|                                                                                                                                                         | 120. Enyenyenzi                                 | N2 Harding Road Boboyi                                         | 30°43'27.68"S<br>30°23'7.44"E  |                            |                                |                                         |
|                                                                                                                                                         | 121. Gamalakhe                                  | 22 Veronica Street Gamalakhe 4249                              | 30°48'53.96"S<br>30°19'7.53"E  | Clydesdale Campus          | 30°17'22.04"S<br>30°56'20.68"E | Off R56                                 |
|                                                                                                                                                         | 122. Gcinangemp                                 | N2 Ezingolweni                                                 | 30°46'55"S<br>30°07'23"E       | Harding                    | 30°34'27.46"S<br>29°53'28.48"E | Livingston Street Harding               |
|                                                                                                                                                         | 123. Kokstad                                    | Old Show Ground, Scott Street, Off Groom Street, Kokstad. 4700 | 30°33'31.25"S<br>29°25'15.42"E | Oshabeni                   | 30°47'34.77"S<br>30°21'25.67"E | Off Old St Faiths / Reithman Drive      |
|                                                                                                                                                         | 124. Nqumuza                                    | R61 Munster 4295                                               | 31°00'19"S<br>30°14'40"E       | Umbumbulu (Inyomemphophe)  | 30°02'05.69"S<br>30°45'20.70"E |                                         |
|                                                                                                                                                         | 125. Port Shepstone                             | No.2 Hillside Crescent, Oslo Beach 4240                        | 30°46'34.19"S<br>30°25'44.70"E | Umtwalume                  | 30°30'13.36"S<br>30°35'43.89"E |                                         |
|                                                                                                                                                         | 126. Sizanani                                   | No. 1 Gamalakhe Road, Gamalakhe 4249                           | 30°48'19"S<br>30°20'40"E       | Traders Village            | 30°48'39"S<br>30°20'13"E       | Gamalakhe                               |
|                                                                                                                                                         | 127. Umziminkulu Campus                         | R66 Kokstad Route, Umziminkulu, 3297                           | 30°15'39.07"S<br>30°17'56.90"E |                            |                                |                                         |
|                                                                                                                                                         | 128. Centre for Peoples Development Campus      | Police Road, Section 2 Madedeni 2951                           | 27°45'29.29"S<br>30°1'56.76"E  | Dundee Technology Centre 1 | 27°49'11.37"S<br>30°3'44.29"E  |                                         |
| 24. Majuba TVET<br>83 Allen Street<br>Newcastle 2940<br>27°45'54.9"S<br>29°56'41.3"E<br>3 Campuses<br>Tel: 034 326 4888                                 | 129. Information Technology and Business Campus | Tommy Boydell Street, Barry Hertzog Park                       | 27°43'38.91"S<br>29°57'28.62"E | Dundee Technology Centre 2 | 28°9'41.10"S<br>30°12'50.19"E  |                                         |
|                                                                                                                                                         | 130. Newcastle Technology Campus                | FW Beyers Lane, Barry Hertzog Park, Newcastle                  | 27°45'38.44"S<br>30°2'29.50"E  | New Castle Training Centre | 27°43'48.11"S<br>29°57'29.23"E |                                         |
|                                                                                                                                                         | 131. Ezakheni E-Section                         | Manqawashe Street Ezakheni E-Section Ladysmith 3370            | 28°33'45.64"S<br>29°46'40.04"E | Majuba Technology Centre   | 28°6'21.18"S<br>28°6'21.18"S   |                                         |
|                                                                                                                                                         | 132. Ladysmith                                  | 12 Walton Street Ladysmith 3370                                | 28°33'32.58"S<br>29°46'39.94"E |                            |                                | Rolihlahla Drive, Ezakheni 3381         |
| 25. Mnambithi TVET<br>77 Murchison Str<br>Ladysmith 3370:<br>28°33'45.9"S<br>29°46'40.8"E<br>3 Campuses<br>Tel: 036 638 3800                            | 133. Escort                                     | 10 Shepstone Rd, Shestone 3310                                 | 29°00'21.36"S<br>29°52'06.11"E | Ezakheni B skills Centre   | 28°36'41.81"S<br>29°55'16.61"E | C1712 Ezakheni C-Section Ladysmith 3370 |
|                                                                                                                                                         | 134. Babanango                                  | Main Street, Babanango                                         | 28°22'29.40"S                  | Ezakheni Skills Centre     | 28°35'38.93"S<br>29°55'30.52"E |                                         |
| 26. Mthashana TVET                                                                                                                                      |                                                 |                                                                |                                |                            |                                |                                         |

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| 266 South Street,<br>Vryheid 3100<br><br>25° 52' 24.9"S<br>29° 12' 49.2"E<br><br><b>8 Campuses</b><br><br>Tel: 034 980 1010 | 135. Emandleni                  | Valcam Farm Private Bag, Ulundi 3638                      | 31° 5' 19.04"E                                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 136. Kwa-Qikazi Campus          | 22A Nongoma Main Street, Nongoma                          | 28°21'32.86"S<br>31°25'11.32"E<br>27°55'44.20"S<br>31°38'59.00"E |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 137. Maputa                     | Thandizwe Area Kwa-Ngwanase 3973                          | 26°59'7.50"S<br>32°44'13.43"E                                    |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 138. Nongoma                    | Nongoma Main Road Nongoma                                 | 27°55'47.22"S<br>31°38'59.34"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 139. Vryheid Engineering Campus | 92 Hlobane Street Vryheid                                 | 27° 46' 06.5"S<br>30° 46' 53.8"E                                 |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 140. Nguthu                     | Mangosuthu Drive, Nguthu, 3135                            | 28°13'15.98"S<br>30°40'41.11"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 141. Vryheid Business Campus    | 92 Hlobane Str, Vryheid 3100                              | 27°46'27.23"S<br>30°48'36.49"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 142. Asherville                 | 262 Daintree Avenue Asherville 4091                       | 29°49'32.59"S<br>30°59'11.92"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 143. Cato Manor                 | Booth c/n Ridgeview Road Cato Manor                       | 29°51'45.47"S<br>30°57'23.00"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 144. Centec                     | 75 Earl Haig Road Roseglen 4015 Durban                    | 29°49'25.81"S<br>31° 0'15.06"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 145. Melbourne                  | 47 Melbourne Road Dalbridge 4014                          | 29°51'51.15"S<br>31° 0'23.43"E                                   |                                                                                      |                                                                                                |                                                                                                         |
| <b>6 Campuses</b><br><br>Tel: 031 250 8400                                                                                  | 146. Springfield                | Umgeni c/o Bisasar Road                                   | 29°48'59.58"S<br>30°51'31.55"E                                   |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 147. Umbilo                     | 351 Umbilo Road Umbilo Durban                             | 29°52'9.19"S<br>30°59'49.12"E                                    |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 148. Esikhawini Campus          | Lot No. 11 Esikhawini High Way 3887                       | 28°52'38.43"S<br>31°54'55.06"E                                   | Nseleni Skills Centre                                                                | 28°44'26.61"S<br>32° 1'57.78"E                                                                 | 648 Uqhume Street<br>Ward 1 Nseleni 3882                                                                |
|                                                                                                                             | 149. Eshowe Campus              | King Dinizulu Road, Eshowe 3815                           | 28°53'34.27"S<br>31°28'50.21"E                                   | Sikhanyisele Skills Centre<br>Vuma Farm                                              | 28°35'16.24"S<br>31°43'32.73"E<br>28°50'07.97"S<br>31°22'50.80"E                               | Lot No. 11 Esikhawini<br>High Way 3887<br>Eshowe                                                        |
|                                                                                                                             | 150. Mandeni Campus             | End of Anderson Road, Mandini 4490                        | 29°10'5.83"S<br>31°25'2.95"E                                     | Maritime Academy<br>Jininindo-mnyama Skills Centre                                   | Currently operates at Esikhawini Campus<br>28°52'20.82"S<br>31°49'26.80"E                      | Richards Bay<br><br>Cnr of MB Mthiyane Rd & Isibhelu Street Eshowe 3815                                 |
|                                                                                                                             | 151. Alton Campus               | 79 Ceramic Curve, Alton, Richardsbay                      | 28°44'15.45"S<br>32°02'22.11"E                                   | Albert Luthuli Skills Centre<br>Sundumbili Skills Centre<br>Thubelihle Skills Centre | 29°06.29"S<br>31°26'0.61"E<br>29°11'46.10"S<br>31°22'13.59"E<br>28°52'29.31"S<br>31°54'55.33"E | Cnr R102 & D270<br>Groutville 4450<br>1325 Ntuthuko Road<br>Sundumbili 4490<br>Lot 1386 Esikhawini 3887 |
|                                                                                                                             | 152. Nkandla A                  | Cnr Maree Rd, Nkandla                                     | 28°37'49.09"S                                                    |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 27. Thekwini TVET College       | 262 Daintree Avenue Asherville 4091                       |                                                                  |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 28. Umfolozi TVET College       | Cnr 58 Via Richardia & Naboornnek Arboretum, Richards bay |                                                                  |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             | 6 Campuses                      |                                                           |                                                                  |                                                                                      |                                                                                                |                                                                                                         |
|                                                                                                                             |                                 |                                                           |                                                                  |                                                                                      |                                                                                                |                                                                                                         |

|         |      |                                                                                                                                                                                           |                                                       |                                                 |                                  |                                                              |                                                                                 |
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|         | 153. | Isithebe                                                                                                                                                                                  | 45 Green Street, Isithebe, Mandeni                    | 31°05'04.69"E<br>29°05'43.39"S<br>31°24'10.89"E |                                  |                                                              |                                                                                 |
|         | 154. | Richtek                                                                                                                                                                                   | Cnr 58 Via Richardia & Naboomnek Arboretum            | 28°45'48.82"S<br>32° 4'29.33"E                  |                                  |                                                              |                                                                                 |
|         | 155. | Edendale                                                                                                                                                                                  | Waterval Street George-town                           | 29°38'55.02"S<br>30°17'12.44"E                  | Mankakale Centre                 | 28°35'39.92"E<br>30°27'22.53"S                               | Between Pomeroy and Msinga                                                      |
|         | 156. | Midlands                                                                                                                                                                                  | Pine c/n Mayors Walk Street                           | 29°36'26.50"S<br>30°21'56.53"E                  |                                  |                                                              |                                                                                 |
|         | 157. | Mbunduzi                                                                                                                                                                                  | 114 Pietermaritz Street                               | 29°36'20.24"S<br>30°22'24.50"E                  |                                  |                                                              |                                                                                 |
|         | 158. | Northdale                                                                                                                                                                                 | Balhamabra & Newholmes Northdale                      | 29°33'41.12"S<br>30°24'6.02"E                   |                                  |                                                              |                                                                                 |
|         | 159. | Plessislaer                                                                                                                                                                               | FJ Sithole Street                                     | 29°64.67'00"S<br>29°64.546"E                    |                                  |                                                              |                                                                                 |
|         | 160. | Polokwane                                                                                                                                                                                 | Cnr Dorp Street & College Avenue Polokwane 0700       | 23°53'27.98"S<br>29°27'29.23"E                  |                                  |                                                              |                                                                                 |
|         | 161. | Senwabarwana                                                                                                                                                                              | Senwabarwana Main Street Senwabarwana 0790            | 23°17'14.21"S<br>29° 7'58.41"E                  |                                  |                                                              |                                                                                 |
|         | 162. | Seshego                                                                                                                                                                                   | 1919 Freedom Drive Street Seshego 0742                | 23°50'28.26"S<br>29°23'35.05"E                  |                                  |                                                              |                                                                                 |
| Limpopo | 163. | Ramakgopa                                                                                                                                                                                 | Stand No 0001 Mokomene Main Road Ramakgopa 0811       | 23°28'8.52"S<br>29°48'59.70"E                   |                                  |                                                              |                                                                                 |
|         | 164. | Lephalale                                                                                                                                                                                 | Cnr Nelson Mandela & Ngwako Ramathodi 0557            | 23°40'56.70"S<br>27°41'16.22"E                  | Modimolle Land<br>Lephalale Land | 24°42'21.1"E<br>28°25'16.5"S<br>23°41'13.2"S<br>27°40'22.8"E | Erf 6111 Modimolle<br>Erf 4048 ext 29 Lephalale<br>Lehureng Village, ga-mathaka |
|         | 165. | Modimolle                                                                                                                                                                                 | 72 Meiniger Street Modimolle 0510                     | 24°42'28.03"S<br>28°25'0.89"E                   | Altona                           | Pending site                                                 |                                                                                 |
|         | 166. | Tzaneen                                                                                                                                                                                   | 1 Claude Wheatley Street Tzaneen                      | 23°49'56.36"S<br>30° 9'48.59"E                  | Nwamitwa                         |                                                              | New Canada 6 Hectors                                                            |
|         | 167. | Maake                                                                                                                                                                                     | Maake Road Tickyline Lenyenye                         | 23°59'0.12"S<br>30°17'30.25"E                   | Modjadi                          |                                                              | Modjadi-Kgapane                                                                 |
|         | 168. | Giyani                                                                                                                                                                                    | Block C Industrial Road Next to Testing Ground Giyani | 23°18'55.68"S<br>30°42'51.98"E                  |                                  |                                                              |                                                                                 |
|         | 29.  | <b>Umgungundlovu TVET</b><br>44 Burger Street<br>Pietermaritzburg 3200<br><b>6 Campuses</b><br><br><b>Tel: 033 341 2100</b><br>29°36'43.90"S<br>30°22'29.53"E                             |                                                       |                                                 |                                  |                                                              |                                                                                 |
|         | 30.  | <b>Capricorn TVET College</b><br>16 Market Street,<br>Polokwane 0700:<br><b>4 Campuses</b><br>23°55'3.11"S<br>29°27'13.57"E<br><br><b>Tel: 015 230 1980</b>                               |                                                       |                                                 |                                  |                                                              |                                                                                 |
|         | 31.  | <b>Lephalale TVET College</b><br>Cnr Nelson Mandela & Ngwako<br>Ramathodi Street<br>Lephalale 0555<br><b>2 Campuses</b><br>23°40'56.70"S<br>27°41'16.22"E<br><br><b>Tel: 014 763 2252</b> |                                                       |                                                 |                                  |                                                              |                                                                                 |
|         | 32.  | <b>Letaba TVET College</b><br>No 1 Claude Wheatley Street,<br>Tzaneen 0850<br><b>3 Campuses</b><br>23°49'56.36"S<br>30° 9'48.59"E                                                         |                                                       |                                                 |                                  |                                                              |                                                                                 |



|            |                                                                                                                                                                          |                                                                                                                                        |                                                                                                                                                                                                                        |                                                                                                                                                                                                       |                                                                                 |                                                                                                      |                                                                               |
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|            | 4 Campuses<br>TEL: 015 492 9009                                                                                                                                          | 180. Mahwelereng Business Studies Campus<br>181. Mokopane Information Technology and Computer Science Campus<br>182. Thabazimbi Campus | Technical Street Zone 1 Mahwelereng 0600<br>Rufus Seakamela Street, Old Mokopane College of Education<br>Regorogile Township                                                                                           | 24°10'21.52"S<br>29° 0'24.27"E<br>24°10'50.12"S<br>29° 1'1.45"E<br>24°34'18.44"S<br>27°22'59.67"E                                                                                                     | Waterberg skills centre<br>Hotel School                                         | 24°9'9.799"S<br>28°58'46.423"E<br>24°10'48.65"S<br>29°1'0.48"E                                       | Van der bijl Street Thabazimbi<br>Cnr Hooge and Totius Streets, Mokopane 0600 |
| Mpumalanga | 37. Ehlanzeni TVET College : 29 Bell Street<br>Ehlanzeni TVET College Central Office Nelspruit 1200<br>25°28'23.35"S<br>30°38'45.34"E<br>7 Campuses<br>Tel: 013 752 7105 | 183. Barberton<br>184. Mapulaneng<br>185. Mlumatl<br>186. Mthimba<br>187. Nelspruit<br>188. KaNyamazane                                | 3074 General Street Barberton<br>Acomloek Main Road to Manyeleti<br>1332 Kamhlushwa Township Tonga Road<br>Numbi Road Hazyview<br>C/O Koraalboom Ave and Kaapse Hoop Road<br>Main entrance to KaNyamazane, Legogote RD | 25°47'7.97"S<br>31° 2'54.33"E<br>24°36'7.60"S<br>31° 4'15.09"E<br>25°40'6.27"S<br>31°41'26.74"E<br>25°40'18.52"S<br>31° 3'47.15"E<br>25°28'24.94"S<br>30°57'35.84"E<br>25°28'41.43"S<br>31°10'18.70"E | Masulu Skills Centre<br>Lydenburg Satellite                                     | 25°31'32.93"S<br>31° 18'41.27"E<br>25°05'53.92"S<br>3° 26'21.94"E                                    |                                                                               |
|            | 38. Gert Sibande TVET College<br>18A Beyers Naude Drive, Standerton 2429<br>26°57'06.11"S<br>29°14'33.54"E<br>5 Campuses<br>Tel: 017 712 9040                            | 189. Ermelo<br>190. Evander<br>191. Standerton<br>192. Sibanesetfu<br>193. Perdekop Campus                                             | Mel Mentz Street Ermelo 2349<br>37 Rotterdam Road Evander 2279<br>2 Kruger Street Standerton 2429<br>Stand No E1363 Glenmore Dum Donald                                                                                | 26°32'30.62"S<br>29°59'11.62"E<br>26°28'5.88"S<br>29° 6'33.71"E<br>26°56'18.64"S<br>29°14'58.04"E<br>26°28'5.44"S<br>29° 6'30.81"E<br>27°15'9.97"S<br>29° 62'04"E                                     | Piet Retief Skills Centre<br>Balfour (Temp Campus)<br>Standerton Skills Academy | 27° 0'34.43"S<br>30°47'23.77"E<br>26° 39'58.92"S<br>28°35'48.95"E<br>26°92'46.28"S<br>29° 21'55.37"E | Stand No E1363 Glenmore DumDonald                                             |
|            | 39. Nkangala TVET College<br>Cnr Haig & Northey Street Witbank 1035<br>25°52'39.73"S<br>29°12'58.58"E<br>5 Campuses<br>TEL: 013 658 4725                                 | 194. CN Mahlangu<br>195. Watervalboven<br>196. Witbank                                                                                 | Training Centre Road<br>1 President Road, Watervalboven<br>Arras Street Witbank                                                                                                                                        | 25° 8'29.70"S<br>29° 4'12.10"E<br>25°38'13.23"S<br>30°19'43.82"E<br>25°52'20.85"S<br>29°12'53.38"E                                                                                                    | Top of the World Workshop<br>Delmas<br>Middelburg Skills Centre                 | 25°53'10.03"S<br>29°12'46.57"E<br>26°07'26.71"S<br>28°41'28.09"E<br>25°45'49.80"S<br>29°28'17.09"E   |                                                                               |

|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------|--------------------------------|-----------------------------|--------------------------------|--------------------------------------------------|
| Northern Cape |                                                                                                                                                                            | 197. Middelburg        | 1 Brug Street                                                                       | 25°45'42.86"S<br>29°28'36.97"E |                             |                                |                                                  |
|               |                                                                                                                                                                            | 198. Mpondozankomo     | 1 Shondland Drive Ferrobank                                                         | 25°52'37.07"S<br>29°10'7.63"E  |                             |                                |                                                  |
|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |
| Northern Cape | 40. Northern Cape Rural TVET College<br>Steve Naude Street<br>Upington<br>29°38'39.01"S<br>23° 9'46.63"E<br><b>5 Campuses</b><br><b>Tel: 054 331 3836</b>                  | 199. De Aar            | Van Riebeeck Street DeAar 7001                                                      | 30°39'47.87"S<br>24° 0'27.33"E | Namakwaaland<br>Campus Site | 29°36'07.52"S<br>17°52'57.42"E | Vygie Str. Okiep 8270                            |
|               |                                                                                                                                                                            | 200. Kathu             |                                                                                     | 27°42'15.29"S<br>23° 3'23.18"E | Business Unit               | 28°27'0.27"S<br>21°14'44.31"E  | 34 Morant Str,<br>Upington 8800                  |
|               |                                                                                                                                                                            | 201. Kuruman           | 9 Voortreker Street Kuruman                                                         | 27°27'50.86"S<br>23°26'02.20"E |                             |                                |                                                  |
|               |                                                                                                                                                                            | 202. Namaqualand       | 112 Main Road Okiep                                                                 | 29°36'6.70"S<br>17°52'56.22"E  |                             |                                |                                                  |
|               |                                                                                                                                                                            | 203. Upington          | Steve Naude Street Upington 8801                                                    | 28°26'19.44"S<br>21°15'23.61"E |                             |                                |                                                  |
|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |
|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |
| North West    | 41. Northern Cape Urban TVET College<br>Central Office: 37 Long Street<br>Kimberly 8301<br>28°44'40.24"S<br>24°45'22.63"E<br><b>3 Campuses</b><br><b>Tel: 053 839 2061</b> | 204. City              | Jan Smuts Boulevard Kimberley 8301                                                  | 28°44'37.61"S<br>24°46'8.70"E  | Vacant Land                 | 28°43'48.71"S<br>24°44'8.68"E  | Finlayson Rd WEST<br>end Kimberley               |
|               |                                                                                                                                                                            | 205. Phatsimang Campus | 775 John Daka Street, Galeshewe, Kiberty 8301                                       | 28°43'6.34'S<br>24°42'50.17'E  |                             |                                |                                                  |
|               |                                                                                                                                                                            | 206. Moremogo          | 77 Nobengula St Galeshewe Kimberley 8301                                            | 28°42'55.06"S<br>24°42'59.80"E |                             |                                |                                                  |
|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |
|               | 42. Orbit TVET College<br>Car Bosch and Fatima Bhayat Street<br>Rustenburg 0300:<br>25°40'31.96"S<br>27°14'58.83"E<br><b>3 Campuses</b><br><b>Tel: 014 597 5513</b>        | 207. Brits             | Reitz Street North Brits 0250                                                       | 25°38'2.57"S<br>27°46'23.25"E  | Phokeng Satellite           | 25°57'90.65"S<br>27°15'87.30"E | Luka Road                                        |
|               |                                                                                                                                                                            | 208. Mankwe            | Stand No 230 Unit 2 Mogwase 0314                                                    | 25°17'39.56"S<br>27°11'53.65"E | Rustenburg<br>Campus(land   | 25°67'58.50"S<br>27°25'11.17"E |                                                  |
|               |                                                                                                                                                                            | 209. Rustenburg        | Bosch Street Rustenburg 0299                                                        | 25°40'31.96"S<br>27°14'58.83"E | Brits Campus(<br>Land       | 25°63'41.31"S<br>27°77'42.09"E | Lease of AREA in<br>Platinum Mall                |
| North West    | 43. Taloiso TVET College<br>Kgona Building Dr Albert Luthuli<br>Drive, Next to SABC Mmabatho 2735<br>25°49'43.42"S<br>25°37'1.27"E                                         | 210. Lehurutshe        | Leah Mangope Highway Between Fire<br>Emergency and<br>Lehurutshe Community Hospital | 25°28'51.34"S<br>25°58'54.58"E | Lichtenburg Farm            | 26°10'48.50"S<br>26°06'12.80"E | Ptn 3 farm45<br>hendrickrest<br>Lichtenburg 2740 |
|               |                                                                                                                                                                            | 211. Lichtenburg       | Carroll Street Lichtenburg                                                          | 26° 8'17.58"S                  |                             |                                |                                                  |
|               |                                                                                                                                                                            |                        |                                                                                     |                                |                             |                                |                                                  |

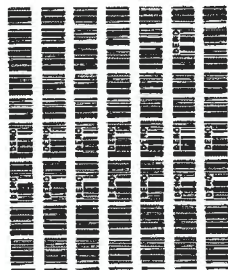
|                         |                                                                                                                                                                           |  |                    |                                                         |                                                                  |  |  |  |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|---------------------------------------------------------|------------------------------------------------------------------|--|--|--|
|                         | <b>3 Campuses</b><br>Tel: 018 348 3246                                                                                                                                    |  | 212. Mafikeng      | Dr Albert Luthuli Drive Next to SABC<br>Mmabatho        | 26° 9'19.35"E<br>25°49'43.42"S<br>25°37'1.27"E                   |  |  |  |
|                         |                                                                                                                                                                           |  |                    |                                                         |                                                                  |  |  |  |
| <b>Western<br/>Cape</b> | <b>44. Vuselela TVET College</b><br>8 Bram Fischer Street<br>Klerksdorp 2571<br>26°51'59.63"S<br>26°40'05.62"E<br><b>6 Campuses</b><br>Tel: 018 406 7800                  |  | 213. Matlosana     | 133 Church Street Klerksdorp                            | 26°52'48.35"S<br>26°39'48.30"E<br>26°53'46.47"S<br>26°36'57.42"E |  |  |  |
|                         |                                                                                                                                                                           |  | 214. Jouberton     | 11900 5 <sup>th</sup> Street Jouberton                  | 26°51'59.48"S<br>26°40'5.53"E                                    |  |  |  |
|                         |                                                                                                                                                                           |  | 215. Klerksdorp    | John Orr c/n Church Street Klerksdorp                   | 26°42'21.84"S<br>27° 5'20.72"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 216. Potchefstroom | Auret c/n Retief Street Potchefstroom                   | 27°24'3.55"S<br>24°42'51.71"E                                    |  |  |  |
|                         |                                                                                                                                                                           |  | 217. Taung         | Vuselela College Taung Campus Pudimoe<br>8581           | 34°14'39.25"S<br>19°26'49.84"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 218. Caledon       | College Street, Caledon 7230                            | 33°56'12.69"S<br>18°52'22.58"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 219. Stellenbosch  | Van Riebeeck Street, Stellenbosch 7600                  | 34° 5'52.74"S<br>18°50'15.55"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 220. Strand        | 71 Aerodrome Road, Strand 7139                          | 33°43'33.65"S<br>18°58'2.80"E                                    |  |  |  |
|                         |                                                                                                                                                                           |  | 221. Paarl         | Plein Street, Paarl                                     | 33°39'21.58"S<br>19°26'12.39"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 222. Worcester     | Rainier Street, WORCESTER 6850                          |                                                                  |  |  |  |
|                         | <b>45. Boland TVET College</b><br>85 Bird Street<br>Stellenbosch 7600<br>33°55'36.81"S<br>18°51'21.70"E<br><b>5 Campuses</b><br>Tel: 021 886 7111                         |  |                    |                                                         |                                                                  |  |  |  |
|                         |                                                                                                                                                                           |  |                    |                                                         |                                                                  |  |  |  |
|                         | <b>46. College of Cape Town TVET College</b><br>334 Albert Road Salt River<br>Cape Town, 7925<br>33°50'45.46"S<br>18°44'13.95"E<br><b>8 Campuses</b><br>Tel: 021 404 6700 |  | 223. Athlone       | Cnr of Protea & Eland Street, ATHLONE<br>7764           | 33°57'33.52"S<br>18°30'34.19"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 224. City          | Cnr Longmarket and Buitenkant Street,<br>Cape Town 8001 | 33°55'35.30"S<br>18°25'26.74"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 225. Crawford      | Kromboom Road, CRAWFORD 7780                            | 33°58'21.54"S<br>18°30'47.53"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 226. Gardens       | Breda Street, GARDENS Cape Town 8001                    | 33°54'40.90"S<br>18°30'46.78"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 227. Guguletu      | Cnr. NY1 & Ngambu Street, Guguletu 7750                 | 33°58'32.84"S<br>18°33'43.57"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 228. Pinelands     | Jan Smuts Drive, Pinelands 7405                         | 33°55'27.93"S<br>18°30'21.57"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 229. Thornton      | Cnr of Poplar & Cedar Road THORNTON<br>7460             | 33°55'31.90"S<br>18°31'56.28"E                                   |  |  |  |
|                         |                                                                                                                                                                           |  | 230. Wynberg       | Broad Road, WYNBERG 7800                                | 34° 0'13.26"S<br>18°28'33.12"E                                   |  |  |  |

|                                                                                                                                                                                    |                                |                                                                                               |                                                               |                  |                                |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------|--------------------------------|----------------------------------|
| 47. False Bay TVET College<br>Cinnabar Building Corner Main and Atlantic Roads Muizenberg / 7945<br>33°54'36.00"S<br>18°27'14.55"E<br><br>5 Campuses<br>Tel: 021 003 0600          | 231. Fish Hoek                 | Kommetjie Rd & 7 <sup>th</sup> Avenue, Fish Hoek, 7974                                        | 34° 8'16.66"S<br>18°25'26.32"E<br>-34.049937°S<br>18.653134°E |                  |                                |                                  |
|                                                                                                                                                                                    | 232. Khayalitsha Campus        | 1 Qamba Crescent, Khayelitsha, 5780                                                           |                                                               |                  |                                |                                  |
|                                                                                                                                                                                    | 233. Mitchell's Plain          | C/o of Portlands Primary School, Kunene Rd, Mitchell's Plain                                  | 34° 3'18.03"S<br>18°37'7.77"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 234. Muizenberg                | Ground Floor, Cinnabar Building Main Rd Muizenberg                                            | 34° 6'25.35"S<br>18°28'5.30"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 235. Swartklip                 | Cnr Kommetjie and Chasmay Roads Sunnyside                                                     | 34° 2'0.37"S<br>18°38'9.09"E                                  |                  |                                |                                  |
|                                                                                                                                                                                    | 236. Westlake                  | Westlake Drive Westlake                                                                       | 34° 4'39.79"S<br>18°26'23.68"E                                |                  |                                |                                  |
| 48. Northlink TVET College<br>No. 80 Voortrekker Road Aliwal, Bellville 7530<br>33°54'9.08"S<br>18°38'12.58"E<br><br>7 Campuses<br>Tel: 021 970 9000                               | 237. Belhar Campus             | Proton Road Belhar 7493                                                                       | 33°56'17.04"S<br>18°38'9.70"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 238. Bellville Campus          | Sackson Street, Bellville South 7530                                                          | 33°54'39.22"S<br>18°38'30.00"E                                |                  |                                |                                  |
|                                                                                                                                                                                    | 239. Goodwood Campus           | C/O Dirkie Uys & Merriman Street Goodwood 7460                                                | 33°54'29.95"S<br>18°33'0.23"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 240. Parow Campus              | Connaught Road, Parow Valley 7503                                                             | 33°54'40.86"S<br>18°35'4.92"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 241. Protea Campus             | 80 Voortrekker Road Bellville                                                                 | 33°54'9.08"S<br>18°38'12.58"E                                 |                  |                                |                                  |
|                                                                                                                                                                                    | 242. Tygerberg Campus          | Rothschille Boulevard Panorama 7500                                                           | 33°52'27.40"S<br>18°34'33.70"E                                |                  |                                |                                  |
| 49. South Cape TVET College<br>Tommy Jonbert Building (South) Cnr Courtenay & Cradock Streets GEORGE 6529<br>33°57'34.03"S<br>22°27'56.71"E<br><br>6 Campuses<br>Tel: 044 884 0359 | 243. Wingfield Campus          | Vanguard Drive Goodwood 7460                                                                  | 33°54'33.25"S<br>18°32'15.20"E                                |                  |                                |                                  |
|                                                                                                                                                                                    | 244. Beaufort West             | Cnr De Vries & Van Schalkwyk Streets, Beaufort West 6970                                      | 32°21'52.36"S<br>22°34'28.36"E                                | Skills Centre    | 34°01'07.58"S<br>20°26'42.42"E | Swellendam                       |
|                                                                                                                                                                                    | 245. Bitou                     | Community Development Centre (Kwa-Nokuthula)<br>N2 Opposite Christian School Plettenberg 6600 | 34° 2'45.74"S<br>23°19'2.25"E                                 | B West Youth Hub | 32°22'08.61"S<br>22°34'49.72"E | 60 Meyer STREET<br>Beaufort 6529 |
|                                                                                                                                                                                    | 246. George                    | 46 Hibernia Street, George 6529                                                               | 33°57'41.20"S<br>22°27'45.66"E                                | B West Classroom | 32°21'51.41"S<br>22°34'25.63"E |                                  |
|                                                                                                                                                                                    | 247. Mossel Bay                | C/o Essenhout & Kreupelhout Streets, Heiderant MOSSEL BAY 6511                                | 34°11'5.45"S<br>22° 5'50.85"E                                 | Skill Centre     | 33°55'47.70"S                  |                                  |
|                                                                                                                                                                                    | 248. Oudtshoorn                | Adderley Street, Oudtshoorn 6620                                                              | 33°35'33.60"S<br>22°12'27.84"E                                |                  |                                |                                  |
| 249. Hessequa Campus                                                                                                                                                               | Varkevisser Street, Riversdale |                                                                                               | 34°06'01.22"S<br>21°15'25.09"E                                |                  |                                |                                  |

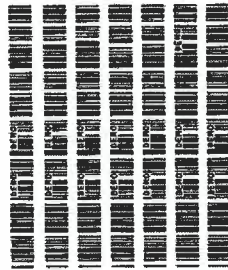
|                                                                                                                                                                                                 |                 |                                                     |                                |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------|--------------------------------|--|--|--|
| 50. West Coast TVET College<br>Clicks Building,<br>2 <sup>nd</sup> Floor 48 Voortrekker Road<br>Malmesbury<br>7300<br><br>33°27'48.01"S<br>18°43'46.96"E<br><br>5 Campuses<br>Tel: 022 482 1143 | 250. Atlantis   | Gerwyn Owen Street Atlantis Industry 7349           | 33°35'6.21"S<br>18°29'6.43"E   |  |  |  |
|                                                                                                                                                                                                 | 251. Vredenburg | 5 Fabriek Street Vredenburg 7380                    | 32°54'50.64"S<br>17°59'44.95"E |  |  |  |
|                                                                                                                                                                                                 | 252. Vredendal  | Voortreker c/n Lutzville via Holrivier<br>Vredendal | 31°38'42.89"S<br>18°31'31.26"E |  |  |  |
|                                                                                                                                                                                                 | 253. Citrusdal  | 101 Kerk Street Citrusdal 7340                      | 32°35'13.90"S<br>19° 0'46.12"E |  |  |  |
|                                                                                                                                                                                                 | 254. Malmesbury | 4 St Thomas Street Malmesbury 7300                  | 33°27'49.60"S<br>18°43'43.04"E |  |  |  |

## **Annexure B**

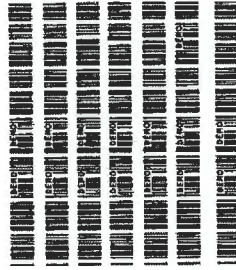
| SAUTENG                    |  | SITE NAME      |  | SITE UNIQUE NR |  | Building UNIQUE NR |  |
|----------------------------|--|----------------|--|----------------|--|--------------------|--|
| COLLEGE NAME               |  | CENTRAL OFFICE |  | GPTNC000       |  | GPTNC0001          |  |
| TSHWANE NORTH TVET COLLEGE |  |                |  |                |  | GPTNC0002          |  |
|                            |  |                |  |                |  | GPTNC0003          |  |
|                            |  |                |  |                |  | GPTNC0004          |  |
|                            |  |                |  |                |  | GPTNC0005          |  |
|                            |  |                |  |                |  | GPTNC0006          |  |
|                            |  |                |  |                |  | GPTNC0007          |  |



| MAMELODI CAMPUS |  | GPTNC010  |  |
|-----------------|--|-----------|--|
|                 |  | GPTNC0101 |  |
|                 |  | GPTNC0102 |  |
|                 |  | GPTNC0103 |  |
|                 |  | GPTNC0104 |  |
|                 |  | GPTNC0105 |  |
|                 |  | GPTNC0106 |  |
|                 |  | GPTNC0107 |  |



| PRETORIA CAMPUS |  | GPTNC020  |  |
|-----------------|--|-----------|--|
|                 |  | GPTNC0201 |  |
|                 |  | GPTNC0202 |  |
|                 |  | GPTNC0203 |  |
|                 |  | GPTNC0204 |  |
|                 |  | GPTNC0205 |  |
|                 |  | GPTNC0206 |  |
|                 |  | GPTNC0207 |  |



Higher Education & Training  
Department of Education  
Republic of South Africa

TSHWANE NORTH TVET COLLEGE  
CENTRAL OFFICE

GPTNC0001

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Higher Education & Training  
Department of Education  
Republic of South Africa

TSHWANE NORTH TVET COLLEGE  
CENTRAL OFFICE

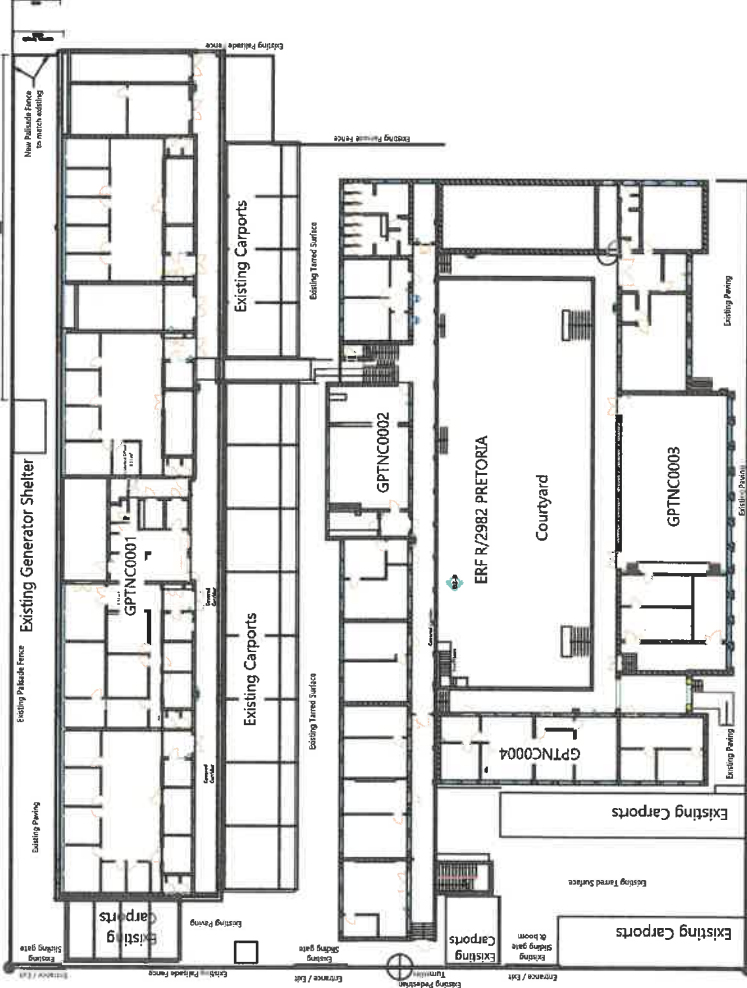
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## **Annexure C**

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**NOTE:**  
ALL BUILDINGS ARE EXISTING AND SHOULD  
OF AFTER CONSTRUCTION WAS COMPLETED.  
THIS DRAWING IS TO BE READ IN  
CONJUNCTION WITH THE GENERAL  
CONSTRUCTION SPECIFICATIONS AS WELL  
AS ANY OTHER SCHEDULED

73 RECENCY DR.

**NEXTEC**

150000

[illegible]

**SPECIAL NOTES:**  
ALL DIMENSIONS MUST BE CHECKED ON SITE BEFORE BUILDING COMMENCES.  
ALL FOUNDATIONS AS PER MR, N818RC,  
ENGINEER SPECIFICATIONS.

## PART A INVITATION TO BID

|                                                                                                                                                                       |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------|------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING</b>                                                              |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| <b>BID NUMBER:</b>                                                                                                                                                    | DHET:152                                                                                                                                                                         | <b>CLOSING DATE:</b> 04 MARCH 2022 |                                                                          | <b>CLOSING TIME:</b>                           | 11:00                                                                                                 |      |  |
| <b>DESCRIPTION</b>                                                                                                                                                    | APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO AUDIT TECHNICAL AND VOCATIONAL EDUCATION AND TRAINING COLLEGES IMMOVABLE ASSETS BY THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING |                                    |                                                                          |                                                |                                                                                                       |      |  |
| <b>COMPULSORY VIRTUAL BRIEFING SESSION</b>                                                                                                                            | DATE: 11 February 2022                                                                                                                                                           |                                    | TIME: 10H00                                                              |                                                | VIA MS TEAMS ONLINE MEETING: FOLLOW A LINK ON THE DEPARTMENT WEBSITE.                                 |      |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                            |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| 123 Francis Baard Street, Pretoria                                                                                                                                    |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| The Director: Demand, acquisition and contract management                                                                                                             |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| Private Bag X174                                                                                                                                                      |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| PRETORIA                                                                                                                                                              |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| 0001                                                                                                                                                                  |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                 |                                                                                                                                                                                  |                                    |                                                                          | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                                                       |      |  |
| CONTACT PERSON                                                                                                                                                        |                                                                                                                                                                                  |                                    |                                                                          | CONTACT PERSON                                 |                                                                                                       |      |  |
| TELEPHONE NUMBER                                                                                                                                                      |                                                                                                                                                                                  |                                    |                                                                          | TELEPHONE NUMBER                               |                                                                                                       |      |  |
| FACSIMILE NUMBER                                                                                                                                                      |                                                                                                                                                                                  |                                    |                                                                          | FACSIMILE NUMBER                               |                                                                                                       |      |  |
| E-MAIL ADDRESS                                                                                                                                                        | Tenders@dhet.gov.za                                                                                                                                                              |                                    |                                                                          | E-MAIL ADDRESS                                 | Tenders@dhet.gov.za                                                                                   |      |  |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| NAME OF BIDDER                                                                                                                                                        |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| STREET ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                             |                                    |                                                                          | NUMBER                                         |                                                                                                       |      |  |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                             |                                    |                                                                          | NUMBER                                         |                                                                                                       |      |  |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                       |                                    |                                                                          | OR                                             | CENTRAL SUPPLIER DATABASE No:                                                                         | MAAA |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]                                                                                                                                                             |                                    | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                                                | [TICK APPLICABLE BOX]                                                                                 |      |  |
|                                                                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                         |                                    |                                                                          |                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No                                              |      |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                               |                                    | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |      |  |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                     |                                                                                                                                                                                  |                                    |                                                                          |                                                |                                                                                                       |      |  |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                       |                                                                                                                                                                                  |                                    |                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                              |      |  |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                             |                                                                                                                                                                                  |                                    |                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                              |      |  |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                            |                                                                                                                                                                                  |                                    |                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                              |      |  |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                 |                                                                                                                                                                                  |                                    |                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> 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](http://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:

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: **DHET152**

CLOSING TIME **11:00**

CLOSING DATE: **04 MARCH 2022**

OFFER TO BE VALID FOR ... **120**.....DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO | DESCRIPTION                                                                                                                                                                                   | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |                 |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------|
| 1.      | The accompanying information must be used for the formulation of proposals.                                                                                                                   |                                                                |                 |
| 2.      | Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. | R.....                                                         |                 |
| 3.      | PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)                                                                        |                                                                |                 |
| 4.      | PERSON AND POSITION                                                                                                                                                                           | HOURLY RATE                                                    | DAILY RATE      |
|         | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|         | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|         | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|         | .....                                                                                                                                                                                         | R.....                                                         | .....           |
|         | .....                                                                                                                                                                                         | R.....                                                         | .....           |
| 5.      | PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT                                                                                              |                                                                |                 |
|         | .....                                                                                                                                                                                         | R.....                                                         | ..... days      |
|         | .....                                                                                                                                                                                         | R.....                                                         | ..... days      |
|         | .....                                                                                                                                                                                         | R.....                                                         | ..... days      |
|         | .....                                                                                                                                                                                         | R.....                                                         | ..... days      |
| 5.1     | Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.    |                                                                |                 |
|         | DESCRIPTION OF EXPENSE TO BE INCURRED                                                                                                                                                         | RATE                                                           | QUANTITY AMOUNT |
|         | .....                                                                                                                                                                                         | .....                                                          | R.....          |
|         | .....                                                                                                                                                                                         | .....                                                          | R.....          |
|         | .....                                                                                                                                                                                         | .....                                                          | R.....          |
|         | .....                                                                                                                                                                                         | .....                                                          | R.....          |
|         | TOTAL: R.....                                                                                                                                                                                 |                                                                |                 |

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

Name of Bidder: .....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....  
7. Estimated man-days for completion of project .....  
8. Are the rates quoted firm for the full period of contract? \*YES/NO  
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO THE –

Department: Higher Education and Training

Contact Person:

E-mail address: **Tenders@dhnet.gov.za**

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

E-mail address: **Tenders@dhnet.gov.za**

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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 ☐ ☐ (tick relevant box)

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 / N/A ☐ ☐ ☐ (tick relevant box)

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO / N/A ☐ ☐ ☐ (tick relevant box)

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

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

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

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 ☐ ☐ (tick relevant box)

2.9.1 If 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?

☐ ☐ (tick relevant box)

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 (**also refer to CSD report**) whether or not they are bidding for this contract?

☐ ☐ (tick relevant box)

2.11.1 If so, furnish particulars:

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

[illegible]

**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 SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

**90/10**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

**Pt** = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |

|                                        |  |  |
|----------------------------------------|--|--|
| Black people who are military veterans |  |  |
| <b>OR</b>                              |  |  |
| Any EME                                |  |  |
| Any QSE                                |  |  |

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

|       |                             |
|-------|-----------------------------|
| 4.4.1 | If so, furnish particulars: |
|-------|-----------------------------|

**SBD 8**

**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**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (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.

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

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

Js914w 2

**COMPULSORY DOCUMENT (COMPLETED AND SIGNED)**

**TO BE SUBMITTED WITH TENDER DHET \_\_\_\_\_**

**PERMISSION BY BIDDER:**

On behalf of Company/Close Corporation/Trust/Joint Venture (JV)/  
Consortium/Juristic Person/Partnership

\_\_\_\_\_  
I, Prof/Dr/Mr/Ms \_\_\_\_\_ (duly authorised),

hereby grant permission, in terms of the Protection of Personal  
Information Act, 2013 (Act 4 of 2013), (POPI Act), to the Department of  
Higher Education and Training, to utilise all information contained in the  
Tender documents submitted to the Department of Higher Education and  
Training, for purposes of procurement.

Capacity: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**NB: Bidder may be disqualified if completed form is not submitted with  
Tender documents**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and 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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of 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**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>17. Prices</b>                               | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>18. Contract amendments</b>                  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>19. Assignment</b>                           | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>20. Subcontracts</b>                         | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination 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 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 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, 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

|                                                              |      |                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              |      | (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.                                                                                                    |
| <b>29. Governing language</b>                                | 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.                                                                                                                                                                                         |
| <b>30. Applicable law</b>                                    | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                            |
| <b>31. Notices</b>                                           | 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.                                                                                                                                                                                             |
| <b>32. Taxes and duties</b>                                  | 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.                                                                        |
| <b>33. National Industrial Participation Programme (NIP)</b> | 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.                                                                                                                                                                                                                    |
| <b>34. Prohibition of Restrictive practices</b>              | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
|                                                              | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.    |

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

Js General Conditions of Contract (revised July 2010)